

MUTUAL NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into and made effective as of the date set forth below on the signature line, by and between the Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN"), and the Participant, as identified below, and its majority owned worldwide subsidiaries (the "Participant").

THE PARTIES AGREE AS FOLLOWS:

1. **Confidential Information.** The confidential, proprietary and trade secret information of the disclosing party ("Confidential Information") to be disclosed hereunder is (i) information in tangible form that bears a "confidential," "proprietary," "secret," or similar legend; (ii) information disclosed in non-tangible form which is identified as confidential, proprietary or secret at the time of disclosure and is summarized in tangible form that bears a confidential, proprietary, secret or similar legend within thirty (30) days of the original disclosure; and (iii) information that the receiving party knew, or should have reasonably known under the circumstances, was confidential and had been communicated to it in confidence.
2. **Obligations of Receiving Party.** The receiving party will maintain the confidentiality of the Confidential Information of the disclosing party with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances. The receiving party will use the disclosing party's Confidential Information only for the purposes for which it was provided and will not disclose any of the disclosing party's Confidential Information to any employees or to any third parties except to the receiving party's employees, parent company and majority-owned subsidiaries who have a need to know and who agree to abide by nondisclosure terms at least as comprehensive as those set forth herein; provided that the receiving party will be liable for breach by any such entity. For the purposes of this Agreement, the term "employees" shall include independent contractors of each party. The receiving party will not make any copies of the Confidential Information received from the disclosing party except as necessary for its employees, parent company and majority-owned subsidiaries with a need to know. Any copies that are made will be identified as belonging to the disclosing party and marked "confidential", "proprietary" or with a similar legend.
3. **Termination of Obligation of Confidentiality.** The confidentiality obligations set forth in this Agreement shall bind the Parties for a period of five (5) years from the date of disclosure of Confidential Information, unless any of the exceptions set forth in Section 4 below occurs.
4. **Exceptions to the Obligation of Confidentiality.** The receiving party will not be liable for the disclosure of any Confidential Information that is:
 - (a) generally made available publicly or to third parties by the disclosing party without restriction on disclosure;
 - (b) rightfully received from a third party without any obligation of confidentiality;
 - (c) rightfully known to the receiving party without any limitation on disclosure prior to its receipt from the disclosing party;
 - (d) independently developed by the receiving party; or
 - (e) required to be disclosed in accordance with applicable laws, regulations, court, judicial or other government order, provided that the receiving party shall give the disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order.
5. **Title.** Title, proprietary rights and the right to possess Confidential Information as between the parties will remain in the disclosing party.
6. **No Obligation of Disclosure; Termination; Injunctive Relief.** Neither party has any obligation to disclose Confidential Information to the other. Either party may terminate this Agreement at any time without cause upon written notice to the other party; provided that each party's obligations with respect to Confidential Information disclosed during the term of this Agreement will survive any such termination for the period specified in Section 3. Either party may, at any time: (a) cease giving Confidential Information to the other party without any liability, and/or (b) request in writing the return or destruction of all or part of its Confidential Information previously disclosed, and all copies thereof, and the receiving party will promptly comply with such request, and certify in writing its compliance. The receiving party acknowledges that use or disclosure of the Confidential Information in breach of this Agreement may result in irreparable and continuing harm to the disclosing party for which there may be no adequate remedy at law. In the event of an actual, threatened, or intended breach of this Agreement by receiving party, disclosing party shall have the right to seek injunctive relief to prevent or restrain such actual, threatened, or intended use or disclosure in breach of this Agreement, in addition to all other remedies available at law or in equity.
7. **General.**
 - (a) This Agreement is neither intended to nor will it be construed as creating a joint venture, partnership or other form of business association between the parties, nor an obligation to buy or sell services or products using or incorporating the Confidential Information.
 - (b) Both parties understand and acknowledge that no license under any patents, copyrights, trademarks, or other intellectual property is granted to or conferred upon either party in this Agreement or by the disclosure of any Confidential Information by one party to the other party as contemplated hereunder, either expressly, by implication, inducement, estoppel or otherwise, and that any license under such intellectual property rights must be express and in writing.
 - (c) The failure of either party to enforce any right resulting from breach of any provision of this Agreement by the other party will not be deemed a waiver of any right relating to a subsequent breach of such provision or of any other right hereunder.
 - (d) This Agreement will be governed by the laws of the State of California, USA without reference to conflict of laws principles, if any.
 - (e) This Agreement constitutes the sole and entire agreement between the parties with respect to the Confidential Information and all restrictions thereon; it supersedes any and all prior or contemporaneous oral or written agreements, negotiations, communications, understandings and terms, whether express or implied regarding the Confidential Information, and may not be amended except in a writing signed by a duly authorized representative of the respective parties. Any other agreements between the parties, including non-disclosure agreements, will not be affected by this Agreement.
 - (f) Each disclosing party warrants that it has the right to disclose the Confidential Information it discloses pursuant to this Agreement. The disclosing party disclaims all other warranties regarding all Confidential Information disclosed pursuant to this Agreement, including all warranties as to the accuracy or utility of such Confidential Information. ANY INFORMATION DISCLOSED OR EXCHANGED UNDER THIS AGREEMENT IS PROVIDED AS-IS.

AGREED:

ICANN
12025 Waterfront Drive, Ste. 300
Los Angeles, CA 90094

Signature: _____

Name: _____

Title: _____

Participant:

Address:

Address:

Address:

Signature: _____

Name: _____

Title: _____

Date: _____