

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "Confidentiality Agreement") is between Public Interest Registry, a company organized under the laws of Pennsylvania, with its principal place of business located at 1775 Wiehle Avenue, Suite 102, Reston, Virginia 20190 ("PIR") and [Registrar's Name] _____, a [jurisdiction and type of organization] _____, with its principal place of business located at [address] _____ ("Registrar"), (each individually a "Party" or collectively the "Parties"), and takes effect on the date executed by the final Party (the "Effective Date").

1. Definition of Confidential Information. As used in this Confidentiality Agreement, "Confidential Information" shall mean all information and materials including, without limitation, business plans, market analyses, costs, valuations, utilization of information technologies, hardware and software, personnel, research, development or know-how, data, databases, protocols, reference implementation, functional and interface specifications, and any documentation, analyses, compilations, forecasts, studies or other documents prepared based on any of the foregoing that is provided by the disclosing Party ("Disclosing Party") to the receiving Party ("Receiving Party") under this Confidentiality Agreement, whether oral, written or in any other medium.
2. Use of Confidential Information. The Receiving Party shall keep the Disclosing Party's Confidential Information confidential and shall use all reasonable efforts to preserve the secrecy and confidentiality of the Confidential Information, including without limitation, implementing reasonable physical security measures and operating procedures, and shall not disclose such Confidential Information to any third party. The Receiving Party may disclose the Confidential Information only to those of its officers, directors, employees, agents, advisors, consultants, contractors, affiliates or representatives ("Representative") who have a need to know such information, and only if: (a) such Representatives are informed of the confidential nature of the Confidential Information, and (b) such Representatives are subject to confidentiality obligations similar to those in this agreement. The Receiving Party shall use such Confidential Information solely for the purposes of evaluating whether Registrar should provide domain name registration services as a registrar and not for any other purpose, including without limitation any other business or competitive purpose. The Receiving Party shall not modify or remove any confidential legends and/or copyright notices appearing on any Confidential Information. The Receiving Party shall not make or issue, or cause to be made or issued, any announcement or statement regarding its activities in providing domain name registration services for dissemination to the general public or any third party without the prior written consent of the other Party.

3. Limitations. The Receiving Party's obligations hereunder shall not apply to such portions of the Confidential Information which: (a) are or become generally available to the public (other than as a result of a disclosure by a Receiving Party or its Representatives in violation of the Agreement or any other obligations of such person or entity), (b) are or become available to the Receiving Party on a non-confidential basis from a source which entitled to disclose it, (c) are in the possession of the Receiving Party prior to the date hereof and which were not acquired or obtained from the Disclosing Party, or (d) are developed independently by the Receiving Party.
4. Compliance with Legal Requirements. In the event that the Receiving Party is required by law, regulation or court order to disclose any of the Confidential Information, the Receiving Party shall notify the Disclosing Party promptly so that the Disclosing Party may seek a protective order or other appropriate remedy or, in the Disclosing Party's sole discretion, waive compliance with certain terms of this Agreement. In the event that no such protective order or other remedy is obtained, or that the Disclosing Party waives compliance with certain terms of this Agreement, the Receiving Party shall furnish only that portion of the Confidential Information which is required, and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information so disclosed.
5. Return of Confidential Information. Upon the termination of this Agreement, or otherwise upon the Disclosing Party's request, all Confidential Information furnished to the Receiving Party will be promptly returned to the Disclosing Party, or at the Disclosing Party's request, will be destroyed, with any such destruction confirmed by the Receiving Party in writing to the Disclosing party.
6. No Rights to Intellectual Property. Nothing herein shall grant to the Receiving Party any intellectual property rights in the Disclosing Party's Confidential Information. No commercial use rights or any licenses under any patent, patent application, copyright, trademark, know-how, trade secrets or any other proprietary rights are granted by the Disclosing Party to the Receiving Party by this Confidentiality Agreement or by any disclosure of any Confidential Information to the Receiving Party under this Confidentiality Agreement. The Receiving Party agrees not to make any derivative works based on the Confidential Information.

7. Remedies. Each of the Parties, as the Receiving Party, acknowledges that, in the event of any breach of this Agreement by it, the Disclosing Party would be irreparably and immediately harmed and could not be made whole by monetary damages. It is accordingly agreed that, in addition to any other remedy to which it may be entitled, the Disclosing Party shall be entitled to seek and injunction to prevent breaches of, and to compel specific performance of, this Agreement. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that this Agreement has been breached by either of the Parties, then such breaching Party will reimburse the non-breaching Party its costs and expenses (including, without limitation, legal fees and expenses) incurred in connection with all such litigation.
8. Term. The term of the Agreement shall begin on the Effective Date and shall expire six (6) years thereafter.
9. Governing Law and Application. This Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to the conflict of laws principles thereof, and shall inure to the benefit of and be binding upon each Party and its respective affiliates, successors and assigns, including, without limitation, any successor to all or substantially all of such Party's assets or business. Any claims or legal actions by one Party against the other shall be commenced and maintained in any state court located in Fairfax County, Virginia, or in the Federal Courts of the Eastern District of Virginia, and both Parties hereby submit to the jurisdiction and venue of any such court.
10. No Representation. EXCEPT AS MAY OTHERWISE BE SET FORTH IN A SIGNED, WRITTEN AGREEMENT BETWEEN THE PARTIES, THE PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS, CONDITION, SUITABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSES, OR MERCHANTABILITY OF ANY CONFIDENTIAL INFORMATION.
11. Counterparts. All executed copies of this Confidentiality Agreement are duplicate originals, equally admissible as evidence. The Confidentiality Agreement may be executed in counterparts, and such counterparts taken together shall be deemed the Confidentiality Agreement. A facsimile copy of a signature of a party hereto shall have the same effect and validity as an original signature.
12. Relationship. The Parties do not intend that any agency or partnership relationship be created between them by this Confidentiality Agreement.

13. General. This Confidentiality Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both of the Parties. If any part of this Agreement is found invalid or unenforceable, such part shall be deemed stricken herefrom and the remainder of this Confidentiality Agreement shall remain at all times in full force and effect. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of a Party, its agents, or employees, but only by an instrument in writing signed by an authorized officer of such Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or the same provision on another occasion.

IN WITNESS WHEREOF, and intending to be legally bound, duly authorized representatives of Public Interest Registry and Registrar have executed this Confidentiality Agreement on the dates indicated below.

PUBLIC INTEREST REGISTRY

BY: _____
Signature

PRINT NAME: _____

TITLE: _____

DATE: _____

REGISTRAR: _____

BY: _____
Signature

PRINT NAME: _____

TITLE: _____

DATE: _____