DNS-OARC Data Sharing Agreement

ACCESS TO DATA. Only Participants who have executed this Data Sharing Agreement may submit and/or have access to DNS-OARC Data, as defined in the Participation Agreement.

1.   Types of Data.

   1.1   Raw: data submitted by Participants (*e.g.*, DITL);

   1.2   Generated: data generated by DNS-OARC systems and applications (*e.g.*, ODVR, Porttest, Benchmarks);

   1.3   Derivative: data derived by analysis from one or more Raw data sets.

2.   Categories of Data.

   2.1   Confidential. Unless otherwise specified at the time of submission or generation, Raw and Generated Data shall be deemed Confidential and may not be disseminated to any parties, whether or not they are DNS-OARC Participants. All such Confidential Data may be used by DNS-OARC and the other DNS-OARC Participants, provided that they (i) shall hold all Confidential Data in the highest confidence, (ii) shall not disclose, disseminate or publicize any Confidential Data to any person or entity, and (iii) shall take all action necessary or appropriate to hold all Confidential Data in the highest confidence. All Confidential Data shall remain confidential for a period of two (2) years after submission, unless a longer period is requested in writing by a Participant.

   2.2   Exceptions to Confidentiality. Confidential Data shall not include: (A) Data already in possession of the non-disclosing party through lawful means or through independent development, (B) Data which are publicly available when received or thereafter becomes publicly available through no fault of the non-submitting party, (C) Data which are required to be disclosed as a result of a final order of a court of competent jurisdiction in a proceeding in which the submitting party has had a reasonable opportunity to contest disclosure.

   2.3   Non-Confidential. If a Participant wishes certain Data to be treated as Non-Confidential, Participant shall clearly designate such Data at the time of submission or generation as Non-Confidential Data. All such Non-Confidential Data may be disseminated to any parties, whether or not they are DNS-OARC Participants.

3.   Submission of Data. Each time Participant submits any Data to DNS-OARC, Participant must designate what restrictions, if any, are to be placed on the Data. This includes

whether such Data are Confidential or Non-Confidential, attributable or anonymous, whether redistributable or not, and so forth, as appropriate. Participant is solely responsible for designation of any applicable restrictions. In the absence of any such designated restrictions, Raw Data submitted shall be deemed to be Confidential. Participant may change its designation of restrictions from time to time by written notice to DNS-OARC of such change.

4.   <u>Source-Identifying Data</u>. Participant may choose, at its own discretion, to "anonymize" source-identifying elements (*e.g.*, IP addresses) prior to submitting Data.

5.   <u>Participant Use of Data</u>.

5.1   All use of Data submitted to DNS-OARC will take place on DNS-OARC computers. DNS-OARC will provide powerful server computers with high-speed access to the file servers and databases holding the Data to which Participant is permitted access. Participant will copy its data-analysis software to DNS-OARC computers and run that software there. Results of such analysis are considered Derivative Data, and when exported back to Participant's computers are not permitted to contain Raw Data nor can any exported results contain identifying information.

5.2   Participant shall not use or circulate Confidential Data within its own organization or its affiliates (*i.e.* entities controlled by or under common control with Participant) other than as strictly necessary on a need-to-know basis, and then with appropriate written confidentiality agreements. In no event shall Participant cause, permit or enable any third party to have access to or use Confidential Data in any manner whatsoever without the prior written consent of both the disclosing party and the Board of Directors and the execution by such third party of an appropriate written confidentiality agreement. In no event shall Participant (or anyone to whom it discloses Confidential Data) package or repackage any Confidential Data into a commercial product or service.

5.3   Participants are encouraged to publish the results of their analysis of the Data at DNS-OARC workshops and other public fora. All publication of Derivative Data must include acknowledgment of DNS-OARC as the source of the Data. Prior to publication, Participant must seek and obtain written permission from DNS-OARC for such publication, to allow DNS-OARC to verify that all terms of this Agreement are being adhered to.

6.   <u>Specific Requirements of Members</u>. Should any Member's organization have a specific data analysis requirement, and subject to the prior consent of the Board of Directors, a Member may provide its own, or rent from DNS-OARC, computer(s) to be located in DNS-OARC's data center and administered by DNS-OARC staff, to which only such Member will have access, provided that enough physical space and electric power are available to support such Member's computers. Prior to installation and use of any Member's computers in the DNS-OARC data center, such Member shall enter into an agreement with DNS-OARC setting forth the terms and fees on which such installation and use is permitted. DNS-OARC shall use its best efforts to ensure that its computers remain accessible to and can accommodate reasonable use by Members.

Please select one or more of the options below, initial next to your choices, and sign below:

_____   Participant will submit Data to DNS-OARC. Upon completion and execution of this Data Sharing Agreement, and acceptance as a DNS-OARC Participant, Participant will be given credentials and instructions for submitting Data to DNS-OARC systems.

_____   Participant will access Data at DNS-OARC. Upon completion and execution of this Data Sharing Agreement, and acceptance as a DNS-OARC Participant, Participant will be given credentials and instructions for accessing Data on DNS-OARC systems.

_____   Participant will neither submit Data to, nor access Data at, DNS-OARC.

PARTICIPANT: _____,

a _____

Signed by: _____

Printed name: _____

Title: _____