



NeuStar[®] Ultra Services[™] Managed Services Agreement

This NeuStar[®] Ultra Services[™] Managed Services Agreement (the "Agreement") is entered by and between the customer listed below ("Customer" or "You") and NeuStar, Inc., a Delaware corporation, located at 46000 Center Oak Plaza, Sterling, VA 20166 ("NeuStar").

This Agreement consists of this Signature Page, the Order Form, the Terms and Conditions, and the Service Level Agreement. The effective date of the Agreement (the "Effective Date") shall be the date of NeuStar's signature below.

Upon execution of this Agreement by both Parties, NeuStar will provide the services indicated on the attached Order Form (the "Services") to Customer, subject to the Terms and Conditions. By signing the Agreement, both parties agree to be bound by the Terms and Conditions.

NeuStar, Inc.

(Customer Name)

Signature: _____

Signature: _____

Name: Bill Alatis

Name: _____

Title: Global Account Rep

Title: _____

Date: _____

Date: _____

Billing Contact _____

Billing Address _____

P.O./Billing Ref. # (if applicable) _____

Customer hereby appoints the following people as its technical contacts:

	<u>Primary Contact</u>
Contact Name:	_____
Title:	_____
Address:	_____

Phone:	_____
Alternate Phone:	_____
FAX:	_____
Email	_____
24x7 NOC #	_____

<u>Additional Technical Contact</u>

"NeuStar," "NeuStar Ultra Services", "Managed DNS Service," and the NeuStar Ultra Services Logo are trademarks of NeuStar, Inc.



Customer: _____

ORDER FORM

Customer has elected to purchase the following service package(s) (the "Services") in the quantity and at the prices set forth below:

MONTHLY SERVICE PACKAGE FEE	
Managed DNS Service	\$ 50
Domains per month	25
Resource Records per month	125
DNS Queries per month	40,000
SiteBacker v2 Service \$ -	
SiteBacker v2 Records per month	-
Traffic Controller Service (includes SB2) \$ -	
Traffic Controller Records per month	-
Basic Directional DNS (Node) Service \$ -	
Basic Directional DNS Records per month	-
Advanced Directional DNS (GeoIP) Service \$ -	
Advanced Directional DNS Records per month	-
CRS URL & Email Forwarding \$ -	
URLs per month	25
Email Alias per month	25
Mail MX Backer Service \$ -	
MX Records per month	-
Advanced Reporting \$ -	
Tier	
Setup Fee (\$)	
\$ waived	
Total Monthly Service Package Fees (\$)	
\$ 50.00	

MONTHLY SERVICE OVERAGE FEE	
Managed DNS Service	
Per Additional Domain per month	\$ 0.82.5
Per Additional Resource Record per month	\$ 0.15
Per Additional 1,000 DNS Queries per month	\$ 0.75
SiteBacker v2 Service	
Per Additional Record per month	\$ -
Traffic Controller Service (includes SB2)	
Per Additional Record per month	\$ -
Basic Directional DNS (Node) Service	
Per Additional Record per month	\$ -
Advanced Directional DNS (GeoIP) Service	
Per Additional Record per month	\$ -
CRS URL & Email Forwarding	
Per Additional URL per month	\$ 0.75
Per Additional Email Alias per month	\$ 0.75
Mail MX Backer Service	
Per Additional Record per month	\$ -
DNS Advantage Recursive Service	Included

All service packages include:
 (1) Access to NeuStar's proprietary user interface for DNS information and management, and
 (2) NeuStar's standard customer care support.

Notes and Other Terms:

This pricing quotation is subject to NeuStar's standard "Terms and Conditions".



CREDIT APPLICATION

To assist us in establishing your customer account with NeuStar, NeuStar will require the following information completed for your company and signed by an authorized representative. Upon receipt of this application, we will begin processing it and will contact You as soon as possible. If for any reason your Credit Application is not approved, or your credit standing with NeuStar changes after the approval thereof, NeuStar reserves the right to require full pre-payment for the Services for the applicable Term or remainder thereof.

Company Name _____ Type of Business _____ D & B Number _____
 Contact _____ Title _____
 Address _____ City/State/Zip _____
 Email _____ Phone _____ Fax _____
 Federal Tax ID/SSN _____ Years in Operation _____ Tax Status: EXEMPT Non-exempt
 Corporation Government Non-profit Sole Proprietorship Partnership Other: _____

1. **Corporation**

President _____ Treasurer _____ Years/State Incorporated ____ / ____

2. **Bank Information**

Bank Name _____ Corporate Bank Account # _____

Bank Address _____

Bank Contact _____ Bank Contact Phone Number _____

3. **Trade References**

	Reference # 1:	Reference # 2:	Reference #3
Company:			
Address			
Contact			
Contact Phone			

1. **Signature**

I authorize release of credit information to NeuStar, Inc..

 Signature Date Name / Title (Printed)

2. **Credit Card Information**

Credit authorization will take approximately three business days to complete. If You wish to process your order immediately, please complete the following credit card information. By signing below, I authorize NeuStar, Inc. to charge the following credit card account every month at the Total Monthly Service Package Fees and Monthly Service Overage Fees specified in the Order Form in accordance with the Terms and Conditions.

Name _____ Credit Card Number _____ Exp. Date ____ / ____

Billing Address _____

Signature Date

For NeuStar Use Only

D& B Rating _____ Credit Approval: _____



TERMS & CONDITIONS

INTRODUCTION AND USE RIGHTS. These Terms and Conditions govern the provision and use of the Services (as defined in the Order Form) purchased by You from NeuStar as well as your obligation to pay for those Services. Subject to the terms and conditions of this Agreement and the timely payment of all applicable fees, NeuStar grants You a non-exclusive, non-transferable right to access and use the Services for your internal purposes and to make them available to your end users, if any. Except as set forth in this Introduction and Use Rights Section, NeuStar grants no other rights or licenses to You with respect to the Services. The Agreement consists of the Signature Page, Order Form, these Terms and Conditions, and the Service Level Agreement, which is attached as Exhibit A to these Terms and Conditions. By signing the Signature Page, You agree to be bound by all of the terms and conditions set forth herein.

1. PAYMENTS AND BILLING.

1.1 NeuStar may monitor your use of the Services, including but not limited to the number of domains, number of DNS resource records and number of DNS queries. NeuStar shall invoice You directly or charge your authorized credit card listed in the Credit Application monthly in arrears for all Service Package Fees set forth in the applicable Order Form. By authorizing NeuStar to receive payment for Services by credit card or by debiting a bank account in the Credit Application attached hereto, You agree that no additional notice or consent is required before NeuStar invoices your credit card or debits your bank account for all amounts due. Usage of the Services in a given month in excess of the amounts specified in your Service Package Fee shall be subject to the Service Overage Fee as set forth on the Order Form. NeuStar will invoice You in arrears for any such Service Overage Fee, as solely measured by NeuStar. The first month's billing will be prorated.

1.2 All fees are due thirty (30) days from the date of NeuStar's invoice (if invoicing applies), are to be paid in U.S. dollars and, when paid, are non-cancelable, non-contingent and non-refundable. In the event You reasonably dispute any Service Overage Fees set forth on an invoice, You must notify NeuStar in writing setting forth the reasons for, and the amount of, such dispute, by no later than thirty (30) days following the date of NeuStar's invoice. In such an event, You may withhold payment of only the amounts subject to the dispute and shall pay to NeuStar all undisputed amounts when such become due and payable in accordance with this Agreement. Payment of any disputed amounts shall be made upon resolution of the dispute pursuant to Section 14 below.

1.3 In the event an undisputed payment is not received by the due date set forth on an invoice, a late fee of one and one-half percent (1.5%) per month or the highest rate allowed under the law, whichever is lower, shall be assessed against overdue amounts. NeuStar reserves the right to suspend provision of the Services or terminate this Agreement per Section 2 for your failure to pay any undisputed invoice, and/or in the event the parties fail to reach resolution with regard to any disputed invoice. The current pricing is only applicable during the Initial Term. Pricing for any Renewal Term (as defined below) is subject to change, provided NeuStar notifies You of any such price change at least forty-five (45) days before the end of the Initial Term or any Renewal Term.

1.4 All amounts charged to You for the Services are exclusive of any applicable federal, state or local use, excise, value-added, gross receipts, sales and privilege taxes, duties, fees, universal service assessments or similar liabilities (other than general income or property taxes imposed on NeuStar). Any taxes or similar liabilities, however denominated, that may now or hereafter be levied on the Services provided or payments made under this Agreement, chargeable to or against NeuStar by any applicable government authority, shall be passed through to and payable by You; such liabilities are in addition to other charges required under this Agreement. Should NeuStar be required to pay or pay these liabilities, You shall promptly reimburse NeuStar for such payments upon receipt of an invoice from NeuStar. Taxes chargeable against the income or gross receipts of NeuStar shall be paid by NeuStar.

2. TERM AND TERMINATION. The Agreement shall commence on the Effective Date and shall continue in effect for a period of twelve (12) months, counted from the first day of the next full month following the Effective Date ("Initial Term"). Upon expiration of the Initial Term, this Agreement will be renewed automatically for successive twelve (12) month periods ("Renewal Term(s)") unless either party gives written notice of its intent not to renew the Agreement at least thirty (30) days prior to the end of the Initial Term or the then-current Renewal Term (the initial Term and any Renewal Terms, collectively, the "Term"). This Agreement may be terminated immediately by the non-breaching party if the other party breaches a material provision of this Agreement (including a failure to pay fees when due) and such party fails to cure the breach within fifteen (15) days of written notification of the breach. You acknowledge and agree that the Services may change over time and that NeuStar may make changes to its Services from time to time in its sole discretion. NeuStar may change or discontinue the Services, or portions thereof, at any time with one hundred and twenty (120) days prior written notice (which may be made electronically) ("Change Notice"). If such changes are unacceptable to You, then You may terminate this Agreement by providing written notification to NeuStar at least thirty (30) days prior to the date the Change Notice is scheduled to take effect. Any use of the Services after the effective date of a change or discontinuance will be deemed acceptance of the change by You. In the event of a termination or decision not to renew this Agreement by either party in accordance with this Section, your access to the Services will end and NeuStar will not be responsible in any fashion for your access to alternative services. If NeuStar terminates this Agreement pursuant to a breach of Section 10 (Acceptable Use), then You agree to pay a termination fee equal to the amount of the Total Monthly Service Package Fees set forth on the Order Form multiplied by the number of months remaining in the Initial Term or current Renewal Term ("Termination Fee"). You acknowledge and agree that this Termination Fee is a reasonable estimate of potential losses that (a) NeuStar would incur, (b) are otherwise difficult or impossible to estimate, and (c) are not intended as a penalty.

3. CONFIDENTIAL INFORMATION. Each party agrees to maintain all Confidential Information (as defined below) of the other party in confidence to the same extent that it protects its own similar Confidential Information (but in no event less than reasonable care) and to use such Confidential Information only as permitted under this Agreement. For purposes of this Agreement, "Confidential Information" shall mean information including, without limitation,

NEUSTAR[®]

ULTRA SERVICES

algorithms, computer programs, inventions (whether patentable or not), techniques, processes, methodologies, schematics, know-how, ideas, analysis and performance information, user documentation, internal documentation and the features, mode of operation and other details of its products and services, and technical, business, financial, marketing, customer and product development plans, forecasts, strategies, and other information which are marked as "confidential," or, if disclosed verbally, are identified as confidential on or before the time of disclosure. Each party agrees to take all reasonable precautions to prevent any unauthorized disclosure or use of the Confidential Information of the other party including, without limitation, disclosing such Confidential Information only to its employees or contractors with a need to know and who are parties to appropriate agreements sufficient to comply with this Section. The foregoing restrictions on use and disclosure shall not apply with respect to Confidential Information which: (a) becomes publicly known through no fault of the receiving party; (b) becomes rightfully known to the receiving party without restriction from a source other than the disclosing party; or (c) is independently developed by the receiving party without use of the Confidential Information and without the participation of individuals who have had access to the Confidential Information, as evidenced by written records. The receiving party may make disclosures required by court order or for the defense or pursuit of legal action provided the receiving party uses diligent efforts to limit disclosure and, upon request, assists the disclosing party in obtaining confidential treatment or a protective order. The receiving party agrees to return the disclosing party's Confidential Information upon termination or expiration of this Agreement, or upon any request of the disclosing party.

4. OWNERSHIP. You acknowledge and agree that the domain name server, software, data and know-how used by NeuStar in the provision of the Services are owned exclusively by NeuStar, or its licensors, and are protected by copyright and other intellectual property laws. You agree that title to and ownership of the Services, in any form, shall at all times and in any event be held exclusively by NeuStar. Nothing in this Agreement grants You any rights to, and You agree not to (a) modify, adapt, alter, copy, reverse engineer (except to the extent permitted by applicable law) or disassemble the Services, including without limitation any software or data contained therein, in any way or (b) re-sell or create or offer derivative versions of the Services either directly or indirectly, (i) as a standalone service offering, (ii) as bundled with your services or products, or (iii) on a service-bureau basis. You further agree that You will not, via the use of the Services or otherwise, engage in or offer managed domain name system ("DNS") services or other like services in competition with NeuStar during the Term of this Agreement and for a period of one (1) year thereafter.

5. WARRANTIES AND DISCLAIMER. NeuStar represents that the Services, as delivered, will perform substantially as described in the Service Level Agreement in Exhibit A. Your sole and exclusive remedy and NeuStar's sole and exclusive obligation for a breach of the foregoing warranty will be for NeuStar to provide a credit for future Services in accordance with Exhibit A. You represent and warrant that You have all right, title and interest to use any of the data You provide to NeuStar to perform the Services ("Data"). You represent and warrant that You will not use (or allow use of) the Services in a manner that: (a) is prohibited by any law or regulation or NeuStar policy, including the acceptable use policies set forth in Section 10, or (b) will disrupt third parties' use or enjoyment of the Services. You understand that NeuStar does not provide web site hosting services. You are entirely responsible for all content or information directly or indirectly delivered to or passed through NeuStar by You or your end users. NeuStar exercises no control

over, and accepts no responsibility for such content or information. NeuStar does not adopt nor warrant the accuracy of or the content of any linked Web site. You acknowledge that the Internet consists of multiple participating networks that are separately owned and therefore are not subject to the control of NeuStar. NeuStar does not warrant the Services against malfunction or cessation of Internet services by Internet service providers or of any of the networks that form the Internet which may make the Services temporarily or permanently unavailable.

DISCLAIMER. NEUSTAR NOR ANY OF ITS RESPECTIVE PROVIDERS, LICENSORS, EMPLOYEES OR AGENTS MAKES ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICES. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, NEUSTAR SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

6. LIMITATION OF LIABILITY. IN NO EVENT SHALL NEUSTAR NOR ANYONE ELSE INVOLVED IN CREATING, SUPPORTING, PRODUCING, OR DELIVERING THE SERVICES (INCLUDING WITHOUT LIMITATION SUSPENDING OR DISCONTINUING THE SERVICES) BE LIABLE TO YOU FOR ANY LOST PROFITS, LOST DATA, OR LOST EQUIPMENT, ANY WEBSITE OR NETWORK DOWNTIME, COST OF PROCURING SUBSTITUTE SERVICES, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER ARISING, WHICH ARE RELATED TO THIS AGREEMENT AND THE PROVISION OF SERVICES HEREUNDER, EVEN IF NEUSTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL NEUSTAR'S TOTAL CUMULATIVE LIABILITY FOR ANY DIRECT DAMAGES EXCEED THE AMOUNTS PAID DURING THE THREE (3) MONTHS PRECEDING THE CLAIM. YOU ACKNOWLEDGE AND AGREE THAT THIS SECTION 6 REPRESENTS A REASONABLE ALLOCATION OF RISK AND THAT, IN THE ABSENCE OF THESE LIMITATIONS OF LIABILITY, THE TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

7. NEUSTAR INDEMNITY. NeuStar will defend at its own expense any action brought against You, or your directors, officers, or employees by a third party to the extent that the action is based on a claim, suit, or proceeding that the Services infringe such party's copyright or trademark rights ("Infringement Claim"), and NeuStar will pay those costs and damages (including, but not limited to, reasonable attorneys' fees) awarded against You by a court of competent jurisdiction in any such action that are specifically attributable to such Infringement Claim, or those costs and damages agreed to in a monetary settlement of such action; provided, however, that You provide NeuStar prompt written notice of the Infringement Claim, You provide NeuStar sole control of the defense and settlement of that Infringement Claim, and You provide NeuStar reasonable assistance regarding such Infringement Claim at NeuStar's reasonable expense. In the event of any such Infringement Claim, NeuStar may, at its option: (a) purchase a license to permit You to continue using the Services; (b) modify or replace the relevant Services with non-infringing services of substantially equivalent performance within a reasonable period of time; or (c) terminate this Agreement immediately and reimburse You for any fees paid in advance for Services that will not be performed due to such termination. Notwithstanding the foregoing, NeuStar will have no obligation under this Section 7 or otherwise with respect to any Infringement Claim based upon (i) any use of the Services not in accordance with this Agreement or for purposes

NEUSTAR[®]

ULTRA SERVICES

not intended by NeuStar, (ii) any use of the Services in combination with other products, equipment, software or data not supplied by NeuStar, (iii) any use of any form of the Services other than the most current form made available to You, or (iv) any modification of the Services by any person other than NeuStar or its authorized agents or subcontractors. This Section 7 states NeuStar's sole and exclusive liability, and your sole and exclusive remedy, for Infringement Claims. NeuStar will not be responsible for any amounts arising out of any compromise or settlement made by You without NeuStar's prior written consent.

8. CUSTOMER INDEMNITY. You will defend at your own expense any action brought against NeuStar, its directors, officers, or employees by a third party to the extent that the action is based on a claim, suit, or proceeding ("Claim") that arises out of or relates to any information, Data, or other content passing through the Services to or from You or your end users, or resulting from or in connection with your or your end users use of the Services including, without limitation, any Claim (a) that the Data or your web site, products or services infringe or misappropriate any intellectual property rights of a third party; (b) that the Data or your web site, products or services contain defamatory, libelous, slanderous, obscene or pornographic materials, or violate a third party's rights of privacy or publicity; (c) brought by your users; or (d) that arises out of Your breach of Section 10 of this Agreement. You will pay those costs and damages (including, but not limited to, reasonable attorneys' fees) awarded against NeuStar by a court of competent jurisdiction in any such action that are specifically attributable to such Claim, or those costs and damages agreed to in a monetary settlement of such action; provided, however, that NeuStar provides You with prompt written notice of the Claim, sole control of the defense and settlement of that Claim, and NeuStar provides You reasonable assistance regarding such Claim at your reasonable expense. You may not enter into any settlement or compromise of any such claim without NeuStar's prior written consent if such settlement or compromise would create obligations on NeuStar or adversely affect NeuStar's exercise of any of its rights under this Agreement, which consent shall not be unreasonably withheld. In addition, NeuStar will have the right to participate in the investigation, defense and settlement negotiations of any such Claim with separate counsel chosen and paid for by NeuStar.

9. ACCOUNT MISUSE. In no event will NeuStar be liable for any unauthorized use or misuse of Your account number or password. It is Your responsibility to protect the information provided to You by NeuStar.

10. ACCEPTABLE USE. You agree, and shall cause your end users to agree, to use NeuStar Services for lawful purposes only. You agree, and shall cause your end users to agree, not to use the Services for any of the impermissible purposes set forth below ("Abuses") and to be responsible for any such Abuses if committed by your end users: (a) a domain hosted by NeuStar for You or an end user is found to be pointing or otherwise directing traffic to any material in violation of any applicable law or regulation, (b) You or an end user uses the Service(s) to point to web sites or locations that create, transmit, distribute or store material that: (i) violates trademark, copyright, trade secret or other intellectual property laws; (ii) violates the privacy, publicity or other personal rights of others; (iii) violates U.S. export control, data protection or anti-terrorism laws; (iv) impairs the privacy of communications; (v) may be threatening, abusive or hateful; or (vi) constitutes conduct that would constitute a fraud or criminal offense or gives rise to civil liability; (c) if, in NeuStar's reasonable discretion, You or an end user use the Services in such a manner that, directly or indirectly, produces a negative effect on NeuStar or its systems or network

(including, without limitation, overloading servers on the NeuStar network or causing portions of the NeuStar network to be blocked); (d) You or an end user attempts to or actually penetrates NeuStar security, provided that upon such an event, and in addition to its right to suspend and/or terminate the Service in accordance with this Section 10, NeuStar reserves the right to notify the appropriate law-enforcement agencies of such Abuse; or (e), You, or Your end users have originated, or are in any way responsible for or have in any way facilitated such activities as: (i) posting article(s) or substantively similar article(s) to an excessive number of newsgroups using an NeuStar-hosted domain, or posting such messages through an NeuStar Service; or (ii) sending unsolicited and/or mass e-mailings which in any way implicate the use of the Services or NeuStar's systems or network, whether or not such activities provoke complaints from the recipients. NeuStar shall have the right to suspend Services if, in its sole and reasonable determination, any one of the foregoing Abuses occur, such suspension remaining in effect until such time as You correct the applicable Abuse(s). Except in cases where Abuse(s) are critically impacting the NeuStar servers or network, (in which case NeuStar reserves the right to suspend your account immediately without prior notice), NeuStar shall give You advance notice of any anticipated suspension. Your failure to correct any such Abuse within forty-eight (48) hours after your receipt of notice from NeuStar will entitle NeuStar to terminate this Agreement immediately without any liability or obligation to provide a refund to You for any Service suspended or terminated.

11. ACCURATE INFORMATION. You agree to (a) provide complete, accurate, and current information as requested by NeuStar and (b) to update this information throughout the Term of this Agreement as needed to keep all such information complete, accurate, and current.

12. NOTICES AND ANNOUNCEMENTS. You agree that NeuStar may contact You with information that it deems of possible interest to You. These notices and announcements may include, but are not limited to, commercial emails and direct mailings concerning service changes, service/product upgrades, new services/products, or other relevant information.

13. MARKETING. You agree that NeuStar may publicly list You as a recipient of the Services. In addition, and subject to your prior review and approval, You agree that NeuStar may publicly announce, by press release, or otherwise, the relationship created by this Agreement, provided that you will have the right to review and approve any such materials containing your name or trademarks before publication by NeuStar. Any such use of your name or trademarks will not imply endorsement, and in no case will NeuStar intentionally use your name in any way that is meant to demean, embarrass, diminish or cause any harm to You.

14. DISPUTE RESOLUTION / GOVERNING LAW

14.1 The Parties agree to attempt in good faith to settle any dispute, controversy or claim, whether based on contract, tort, statute or other legal or equitable theory arising out of or related to this Agreement (including any amendments or extensions thereto) (collectively, a "Dispute") by way of consultations among the Parties, which consultations will be initiated upon written notice by either Party to the other. If the Parties cannot come to a mutually agreeable resolution of the Dispute within ten (10) business days, then such Dispute will be referred to members of the Parties' management (each such member a "Representative") for resolution, which referral will be evidenced by a written notice from either Party to the other (the "Referral"). The Parties' Representatives will meet within five (5) business days of a Referral

NEUSTAR[®]

ULTRA SERVICES

to attempt to resolve the Dispute. If the Representatives have not met within five (5) business days of such Referral, or have not reached a mutually agreeable resolution of the Dispute within ten (10) business days after their initial meeting on the subject of such Dispute, then such Dispute will, by way of written notice of either Party to the other, be submitted to Arbitration in accordance with the provisions of Section 14.2 hereof.

14.2 Any Dispute arising out of or relating to this Agreement, or the breach thereof, will be settled by final and binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules and its Optional Procedures for Large, Complex Commercial Disputes. The arbitration will be heard and determined by a panel of three (3) arbitrators selected by the AAA, and each such arbitrator will be an attorney having experience and familiarity with information technology disputes. The arbitrators will have exclusive authority to resolve any and all disputes relating to procedural and substantive questions of arbitrability, including but not limited to, choice of venue and choice of law issues, and the formation, interpretation, applicability, scope, and enforceability of this agreement to arbitrate. Each Party will bear its own costs relating to such arbitration, and the Parties will equally share the arbitrators’ fees, and the arbitration and all related proceedings and discovery will take place pursuant to a protective order entered by the arbitrator that adequately protects the confidential nature of the Parties’ proprietary and confidential information. In no event will any arbitration award provide a remedy beyond those permitted under this Agreement, and any award providing a remedy beyond those permitted under this Agreement will not be confirmed, no presumption of validity will attach, and such award will be vacated. Either Party may, without waiving any remedy under this Agreement, seek from any court of competent jurisdiction within the Commonwealth of Virginia any interim or provisional relief that such Party deems necessary to protect its Confidential Information and property rights, including without limitation rights accruing to or secured by such Party under Section 3 hereof, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal’s determination of the merits of the Claim).

14.3 This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles. In the event of litigation or

any collection activity arising out of the Services or this Agreement, the prevailing party shall be awarded its costs and reasonable expert and attorneys’ fees.

15. **MISCELLANEOUS.** Except as provided in Section 12 of this Agreement, any written notice concerning this Agreement shall be sent by courier or first class mail, postage prepaid, to You at the address as provided in this Agreement, or to NeuStar, attn: General Counsel at the address provided in this Agreement. You may not assign this Agreement without the express written permission of NeuStar. Any attempt to assign this Agreement in violation of this provision shall be a breach of this Agreement and will be null and void *ab initio*. If any provision of this Agreement is invalid or unenforceable under applicable law, such provision will be modified or eliminated to the minimum extent necessary and the remainder of the provision, as well as the other provisions will continue in full force and effect. Failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. Except for either party’s payment obligations hereunder, a party shall be excused from any delay or failure in performance of their obligations hereunder to the extent caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to, acts of God, earthquake, labor disputes and strikes, riots, acts of terrorism, war or other unanticipated occurrences or problems, and governmental requirements (“Force Majeure Events”). The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof. The Introduction and Use Rights Section, Section 1 (with respect to obligations accrued prior to such termination or expiration), Sections 2 through 8 and Sections 10, 12, 14 and 15 shall survive the expiration or termination of this Agreement. This Agreement represents the entire agreement between NeuStar and You with respect to its subject matter, and there are no other representations, understandings, or agreements between NeuStar and You relative to such subject matter. Except as provided in Section 2, neither this Agreement nor any amendment thereto, or change, waiver or discharge of, any provision of this Agreement shall be valid unless in writing and signed by You and an authorized representative of NeuStar.



Exhibit A - SERVICE LEVEL AGREEMENT

This Exhibit A is subject to the terms of and is hereby incorporated by this reference to the Agreement. The terms of this Exhibit A shall control if there is a conflict with the terms of this Agreement.

1. **Service Level Agreement (SLA).** Thirty (30) days after You have been provided with access to the NeuStar Server Network, the Services will meet the Performance Objective set forth in Section 2 below. Failure by NeuStar to meet this Service Level Agreement will result in the issuance of a credit to You in accordance with Section 3 below.

2. **Performance Objective.** During the Term of the Agreement, NeuStar will provide You with access to the NeuStar Service Network without Service Outages ("Performance Objective"). For purposes of this Exhibit the following shall apply:

a. The "**NeuStar Server Network**" means system(s) (i.e. servers and associated software) deployed by NeuStar in connection with the provision of the Services under the Agreement. The NeuStar Server Network does not include any (i) client-side web-based user interfaces, (ii) zone/data transfer mechanisms, (iii) applications programming interfaces (APIs), or other customer accessible data manipulation software, or (iv) any telecommunications services or infrastructure providing a connection between any NeuStar servers used in the provision of the Services.

b. A "**Service Outage**" means that the NeuStar Server Network did not respond to DNS queries for more than thirty (30) consecutive seconds (99.999% performance criteria) during any calendar month for which You have purchased the Services. Notwithstanding the foregoing, the following downtime events shall not be considered part of a Service Outage:

i. Regularly Scheduled Maintenance. Regularly Scheduled Maintenance means any maintenance performed to the Services (A) of which You are notified at least forty-eight (48) hours in advance, or (B) that is performed during NeuStar's standard maintenance window on Monday through Thursday from 2:00 AM to 6:00 AM Eastern Time, the time and date of which may be changed by NeuStar from time to time with seven (7) days prior notice to You. Notice of Regularly Scheduled Maintenance will be provided to your designated point of contact by a method elected by NeuStar (including telephone, email, fax, pager, or mail).

ii. Unavailability of the Services due to (A) your misuse of the Services, or application programming or non-performance, (B) other negligent or unlawful acts by You or your agents or its suppliers, (C) problems with your domain name registrar, or unavailability of your network, including as a result of telecommunications failures (not including any failures of the NeuStar Server Network); or (D) Force Majeure Events.

iii. Suspension of the Services by NeuStar in accordance with the terms of the Agreement.

NeuStar, in its sole but reasonable discretion, shall determine whether an event will be considered a "Service Outage" based on its records and data.

3. **Remedies for Service Outages:**

a. If NeuStar determines that the Service Outage reported by You actually occurred and that it lasted for more than sixty (60) seconds, but fewer than four (4) hours during a given calendar month, then NeuStar will issue to You a credit, upon your request, to be applied towards the next monthly invoice for Services provided under this Agreement, equal to the pro-rated charges for one (1) day of the Services. If NeuStar determines that the Service Outage reported by You actually occurred and that it lasted for four (4) or more consecutive hours during any given calendar month ("Prolonged Service Outage"), then NeuStar will issue to You a credit, upon your request, to be applied towards the next monthly invoice for Service provided under this Agreement, equal to the pro-rated charges for one (1) week of the Services.

b. Any claims for a credit pursuant to this Section 3 shall be made by You within thirty (30) days after the alleged Service Outage and will be made to NeuStar's customer support organization via e-mail or any other mutually agreed upon means. Claims made thirty (30) days after the event will not be eligible for any of the remedies described in this Exhibit. You will provide to NeuStar all relevant details and documentation supporting your claims of a Service Outage. NeuStar will investigate the claim and will respond back to You within ten (10) business days of receipt of the notification of a claim from You.

c. To qualify for any credit, You must currently receive the Services directly from NeuStar. NeuStar will not provide any credits to You to the extent You have purchased or acquired the Services through a reseller, distributor, or indirectly through any other company. Credits shall only apply to Services provided pursuant to the Monthly Service Package Fee set forth in the Order Form, and will not apply to any NeuStar professional services or any other form of custom development services provided by NeuStar. Your account shall not be credited more than once per month under this Exhibit. Your sole and exclusive remedy, and NeuStar's sole and exclusive liability, in the event NeuStar fails to meet the Performance Objective in Section 2 above, shall be to receive a credit in accordance with the terms of this Section 3.