

## **Neustar Referral Affiliate Partnership Agreement**

This NEUSTAR REFERRAL AFFILIATE PARTNERSHIP AGREEMENT (“Agreement”) is made and entered into between Neustar, Inc. a Delaware Corporation, located at 46000 Center Oak Plaza, Sterling, Va. 20166 ("Neustar") and the individual, entity or organization identified below ("Partner"). By participating in the Neustar Lead Referral Program ("Program"), Partner agrees to be bound by the terms and conditions contained herein (Neustar and Partner each a "Party" and collectively the "Parties").

### **1. The Service**

Neustar grants to Partner the revocable, non-exclusive right to refer to Neustar prospective client opportunities (“Prospects”) for the purchase of the Neustar services set forth in Section 2 hereof (each a “Service” and collectively the “Services”). No other rights or licenses are granted to Partner under this Agreement and this Agreement does not grant Partner any right to resell or otherwise distribute any Services, nor any right to use any Neustar trademark, nor any right to provide any services related to any Services. This Agreement supersedes any prior agreements between the Parties with respect to the referral of Prospects by Partner.

### **2. Eligible Services**

The following Services shall be part of the Program:

- A. Managed DNS Service
- B. SiteBacker
- C. Directional DNS
- D. Recursive DNS
- E. Webmetrics Monitoring Services

### **3. Referral of Prospects**

Partner may identify Prospects by registering said Prospects with Neustar by consenting to the terms and conditions set forth herein and completing the Prospect Referral Form below. This Agreement and the Prospect Referral Form must be completed and executed for each Prospect individually.

### **4. Approval of Prospects**

Neustar will notify Partner of the acceptance or rejection of the Prospect. If the Prospect is approved by Neustar, it shall be designated a qualified lead (“Qualified Lead”) and Neustar shall send Partner an e-mail designating the Prospect’s status as a Qualified Lead (“Qualifying Notice”). Approval of Prospect and designation of a Prospect as a Qualified Lead shall be at Neustar’s sole discretion. Neustar may reject any Prospect for any reason, including, without limitation, the fact that: (i) a Prospect is an existing Neustar customer (ii) a Prospect is potential customers with whom Neustar is, or has been, in discussions about the Services; (iii) a Prospect

has already been the subject of a referral by a third party; or (iv) a Prospect has already been identified by Neustar as a prospective customer.

## **5. Sales to Qualified Leads**

A Qualified Lead will be assigned a Neustar representative. All agreements with Qualified Leads shall be negotiated solely by a Neustar representative and shall be between Neustar and such Qualified Leads.

## **6. Term of Approval**

Each Qualified Lead shall be effective for a period of one hundred twenty (120) days from date of the Qualifying Notice ("Program Eligibility Period").

## **7. Compensation**

7.1 In the event that a Qualified Lead purchases one or more of the Services from Neustar during the Program Eligibility Period, Neustar will pay Partner an amount equal to one (1) times the flat rate for a 1 year term contract or two (2) times the flat rate for a 2 year term contract, based on the monthly service package fee received by Neustar from the Qualified Lead for the third (3rd) month of Services provided by Neustar to Qualified Lead ("Referral Fee"). Neustar will make payment of the Referral Fee within thirty (30) days after receipt of payment from the Qualified Lead for the third (3rd) month of Services. Payments shall be made only with respect to Services sold by Neustar before expiration or termination of this Agreement. Neustar reserves the right to alter the Referral Fee based on a discount given to Referred Customer. If Neustar does not sell the Service to the Qualified Lead during the Program Eligibility Period, Partner shall not be eligible for the Referral Fee in connection with the subsequent sale of Services to the Qualified Lead. Neustar will not pay more than one (1) Referral Fee to the Partner on any given Qualifying Lead, and Neustar reserves the right to apportion a Referral Fee if more than one Partner has contributed to the close of a Qualifying Lead. A Partner may receive the Referral Fee only on the initial sale of the Services. Fees for the performance of services (such as on-site professional service fees and costs, training costs; maintenance and support fees; maintenance and support renewal fees) and fees associated with subsequent Service purchases are not eligible for Referral Fees. Partner shall be responsible for payment of all taxes to which the Referral Fee is subject.

7.2 In the event that Partner submits a Qualified Lead during the month of June, 2010 and that Qualified Lead purchases one or more of the Services from Neustar during the Program Eligibility Period, Neustar shall, in lieu of the Referral Fee set forth in Section 7.1 above of the Agreement, pay Partner a Referral Fee in an amount equal to two (2) times the flat rate for a one (1) year term contract, based on the monthly service package fee received by Neustar from the Qualified Lead for the third (3rd) month of Services provided by Neustar to Qualified Lead.

## **8. Limitation of Partner's Authority**

Partner has no authority to solicit orders, accept orders, sign contracts or negotiate prices or other contract terms or schedules unless authorized in advance in writing by Neustar. Partner shall have no authority to assume or create any obligation, express or implied, on behalf of Neustar or to represent Neustar in any capacity, except as expressly set forth in this Agreement or in specific authorizations given by Neustar in writing. The relationship between the Parties shall be solely as that between service provider and independent contractor, and nothing herein shall create or imply any other different relationship. Partner shall bear all costs and expenses incurred in connection with its performance of duties under this Agreement.

## **9. Confidentiality**

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, 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 or which should reasonably be regarded as confidential by the receiving Party. 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 employees or contractors with a need to know and who are parties to agreements which comply with this Section. The foregoing restrictions on use and disclosure shall not apply with respect to Confidential Information which: (a) at the time of disclosure, was in the public domain or in the possession of the receiving Party; (b) becomes publicly known through no fault of the receiving Party; (c) was received after disclosure from a third party who had a lawful right to disclose such information to the receiving Party without any obligation to restrict its further use or disclosure; (d) 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; or (e) was required to be disclosed to satisfy a legal requirement of a competent government body. 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. A Party receiving a request pursuant to a court order to disclose Confidential Information shall immediately upon receiving such request, and to the extent that it may legally do so, advise the disclosing Party promptly and prior to making such disclosure in order that the disclosing Party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information. In the event of any disclosure or loss of, or inability to account for, any Confidential Information of the disclosing Party, the receiving Party shall promptly, and at its own expense notify the disclosing Party in writing, and take such actions as may be necessary and cooperate in all reasonable respects with the

disclosing Party to minimize the violation and any damage resulting therefrom. The foregoing obligations with respect to Confidential Information shall survive the expiration or termination of this Master Services Agreement for a period of three (3) years or such longer period as required by law, regulation, or court order. Upon request of the disclosing Party, the receiving Party shall return the disclosing Party's Confidential Information upon termination or expiration of this Agreement, or at any time prior to termination or expiration upon request of the disclosing Party.

## **10. Indemnification**

Partner agrees to indemnify and hold Neustar harmless against any taxes, including penalties, duties and interest levied by any government on the Referral Fee. Partner agrees to indemnify and hold Neustar harmless against third party claims arising from a breach of this Agreement.

## **11. General**

Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of law principles. The Parties hereby expressly opt-out from the applicability of the Uniform Computer Information Transactions Act ("UCITA"). Any action, suit, or other proceeding brought by either party hereunder against the other shall be brought and maintained in those federal or state courts located within the Commonwealth of Virginia, and Partner and Neustar hereby submit to the personal jurisdiction of those federal and state courts.

Assignment. This Agreement may not be transferred, assigned, or subcontracted by Partner without prior written consent of Neustar.

Publicity. Neither Party will issue any press releases nor make any public statements regarding this Agreement without the prior written consent of the other Party.

Entire Agreement; Amendments. This Agreement represents the entire agreement between Partner and Neustar and supersedes any prior or contemporaneous understanding or agreement with respect to the subject matter hereof. The compensation described herein for services provided by Partner under this Agreement represents the only compensation payable by Neustar and no other compensation of any kind are payable for the services described herein. No alteration, amendment, waiver, cancellation or other change in any term or condition of this Agreement shall be valid or binding unless mutually assented to in writing by an authorized representative of both Parties.

Limitation of Liability. Neustar shall not be liable for any indirect, incidental, special, consequential or punitive damages arising out of this Agreement, whether under theory of contract, tort (including negligence) strict liability or otherwise, including without limitation, lost revenue or lost profits, even if advised of the possibility of such damages. In no event shall Neustar be liable to Partner for any damages in excess of the compensation paid by Neustar to Partner hereunder in the twelve (12) months preceding the cause of action giving rise to such liability.

Disclaimer of Warranties. NEUSTAR MAKES NO WARRANTIES AND REPRESENTATIONS, AND EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE WITH RESPECT TO THIS AGREEMENT.

Breach. If Partner materially breaches or violates any provision of this Agreement, Neustar may terminate this Agreement immediately upon written notice.

Termination. Neustar may terminate this Agreement immediately for any reason upon written notice to Partner. Upon termination of this Agreement, all rights of the Partner shall cease, except as otherwise specifically set forth herein.

Notices. Any written notice concerning this Agreement shall be sent to Customer at the address as provided in this Agreement marked "Attention: General Counsel" and shall be sent to Neustar, Inc. attn: General Counsel, 46000 Center Oak Plaza, Sterling, VA 20166 ((571) 434-5735 Facsimile). Any notices, requests, or demands under this Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given (a) when delivered by hand, (b) one (1) Business Day after being transmitted with delivery costs paid via an express, overnight courier with a reliable system for tracking delivery (c) when sent by confirmed facsimile with a copy delivered by another means specified in this Section, or (d) on the day an authorized employee of the receiving Party accepts receipt in writing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, to the address listed herein. A Party may change its address or designee for notice purposes by giving the other prior written notice of the new address or designee and the date upon which it will become effective.

Relationship of Parties. The Parties are independent contractors, bound to each other only as provided for herein. Neither Party has the authority to bind, act on behalf of or represent the other. Nothing contained herein creates a relationship of partnership, employer and employee, principal and agent, master and servant, or franchisor and franchisee. Nothing contained herein shall be construed to constitute either of the parties as principal and agent, employer and employee, partners or joint venturers.

Severability and Modification. If any provision of this Agreement is adjudged by a competent authority to be invalid, void or unenforceable under applicable law, such provision will be modified or eliminated to the minimum extent necessary to effect the intent of the Parties and the remainder of the provision as well as the other provisions will not be affected thereby and will continue in full force and effect.

Waiver of Default. No waiver or discharge hereof shall be valid unless in writing and signed by an authorized representative of the Party against which such amendment, waiver, or discharge is sought to be enforced. A delay or omission by either Party hereto to exercise any right or power under the Agreement shall not be construed to be a waiver thereof. A waiver by either of the Parties of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant.

Survival. Sections 8, 9, 10 and 11 shall survive any such termination or expiration (in whole or in part, as applicable) of this Agreement and shall continue in full force and effect.

Third Party Beneficiaries. Unless expressly provided for otherwise, this Agreement shall not be deemed to create any rights in third parties, including end users, suppliers and customers of a Party, or to create any obligations of a Party to any such third parties, or to give any right to either Party to enforce this Agreement on behalf of a third party.

Construction. Each Party acknowledges and agrees that it has reviewed, and has had an opportunity to have reviewed, this Agreement. It is the Parties intent that this Agreement will not be construed against either Party and in the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption shall arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of the Agreement.

By its indication of assent by clicking on the Accept button, completion of the forms related hereto and submission of the referral, Partner agrees to be bound to the terms and conditions set forth herein as of the date of acceptance.