



**SCHEDULE 1
TO
INTERMODAL PORTED TN IDENTIFICATION SERVICE AGREEMENT**

Pricing

As set forth in the Intermodal Ported TN Identification Service Agreement (“**Agreement**”) between Customer and Neustar, Customer hereby agrees to pay Neustar in accordance with this Schedule 1 (Pricing).

1. Definitions

Unless otherwise provided in the Agreement, the following terms and phrases are defined as set forth immediately below.

An “**affiliate**” means, with respect to a specified entity, any other entity that, directly or indirectly, controls, is under common control with, or is controlled by such specified entity, whereby “control” and its derivatives means legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the outstanding voting capital stock (or other ownership interest, if not a corporation) of an entity, or actual managerial or operational control over such an entity.

A “**Customer**” refers to the entity having executed an Intermodal Ported TN Identification Agreement with Neustar. A Customer may be a Direct Customer, Reseller Customer or a Second Tier Customer.

A “**database**” refers to a single aggregation of data records or files containing the Intermodal Ports that make up the Service. By way of clarification, the use of multiple applications to access the data provided as part of the Service as a single database does not necessarily constitute “multiple” databases.

A “**Direct Customer**” is a Customer having executed an Intermodal Ported TN Identification Service Agreement who uses the files containing the Intermodal Ports *for it* to avoid engaging in conduct prohibited by the TCPA.

A “**Reseller Customer**” is a Customer having executed an Intermodal Ported TN Identification Service Agreement that discloses, sells, assigns, leases or otherwise provides to a third party the Intermodal Ports, or any part thereof, in accordance with Section 4.3 (Limited Resale Right) of the Agreement, so that such third party *can itself* avoid engaging in conduct prohibited by the TCPA. A Reseller Customer may not provide any part of the data comprising the Service to a third party unless that third party is a Second Tier Customer (as defined below).

A “**Second Tier Customer**” is a Customer having executed an Intermodal Ported TN Identification Service Agreement that receives Intermodal Ports, or any part thereof, from a Reseller Customer having executed an Intermodal Ported TN Identification Service Agreement, in accordance with Section 4.3 (Limited Resale Right) of the Agreement, so that Customer *can itself* avoid engaging in conduct prohibited by the TCPA. A Second Tier Customer is also known as a “subaccount” of a Reseller Customer.

2. Subscriptions

Neustar’s right to provide the Service is conditioned upon each Customer, whether a Direct Customer, Reseller Customer, or Second Tier Customer, executing a separate Intermodal Ported TN Identification Service Agreement with Neustar - there are no exceptions. If a Reseller Customer, then Customer may be afforded access to a portal containing sub-account (i.e., its Second Tier Customer) information for the purpose of managing such sub-account subscriptions. However, nothing herein, including the grant of such access, provides Reseller Customer with the right to consent, on behalf of its Second Tier Customer, to the terms and conditions of an Intermodal Ported TN Identification Service Agreement. In its sole discretion, Neustar may accept a written document executed by a Second Tier Customer that clearly evidences that such Second Tier Customer has appointed Reseller Customer as its agent for that purpose in accordance with applicable State agency law.

Rights to the Service are limited to the Customer, and do not extend to Customer’s affiliates, except as otherwise expressly set forth herein. Therefore, and subject to definitions Section 1 above and the clarifications in Section 5 below, if a Customer’s affiliate desires access to the Intermodal Ports, each affiliate must qualify for the Service and execute a separate Intermodal Ported TN Identification Service Agreement. A separate subscription applies to *each database* provisioned by the Customer. A separate subscription (and fees) is required to provision data from the Service to additional databases.



3. Fees

(a) Direct Customer

In exchange for the limited right to obtain Service directly from Neustar, a Direct Customer shall pay to Neustar a non-refundable fee per database provisioned equal to One Thousand Four Hundred Dollars (US\$1,400) for a one (1) year subscription term to the Service (a “**Direct Subscription Fee**”).

(b) Reseller Customer

In exchange for the limited right to disclose, sell, assign or lease the Intermodal Ports, or any part thereof, that constitutes the Service received from Neustar, a Reseller Customer shall pay to Neustar both a non-refundable annual fee per database provisioned equal to One Thousand Four Hundred Dollars (US\$1,400) for each one (1) year subscription term (a “**Resale Subscription Fee**”) and Nine Hundred Dollars (US\$900) per one (1) year subscription term for each Second Tier Customer (defined above), to whom Reseller Customer discloses, sells, assigns, or leases the Intermodal Ports, or any part thereof in accordance with the Agreement (a “**Second Tier Subscription Fee**”). Reseller Customer (and not the Second Tier Customer) is responsible for payment of each of the aforementioned fees.

(c) Second Tier Customer

A Second Tier Customer has the right to receive the Service (e.g., the Intermodal Ports) from a Reseller Customer *only* if it has executed an Intermodal Ported TN Identification Service Agreement. . A Second Tier Customer is not responsible for the Second Tier Subscription Fee (based on the number of Second Tier Customer that such Reseller Customer supports) due and owing hereunder by a Reseller Customer, although such Second Tier Customer may be subject to a payment obligation to the Reseller Customer under the written agreement between such parties

(d) Liquidated Damages

In the event that Customer commits a material breach of any obligation under the Agreement, Customer shall pay to Neustar as liquidated damages an amount equal to five (5) times the fees applicable for the then current one (1) year subscription fee for each instance of a violation of the Agreement.

4. Conversion of Second Tier Customer to Direct Customer

In the event a Reseller Customer’s Intermodal Ported TN Identification Service Agreement expires or is otherwise terminated, the Second Tier Customer serviced by that Reseller Customer may upon written notice to Neustar elect one of the following with respect to the remaining Term of the Second Tier Customer:

- i. Second Tier Customer may elect to become a subaccount of another Reseller Customer. However, the Second Tier Customer shall be liable to the Reseller Customer for any and all fees that the new Reseller Customer may require.
- ii. Second Tier Customer may elect to become a Direct Customer. However, as a condition for becoming a Direct Customer, the Second Tier Customer shall pay to Neustar the Direct Subscription Fee set forth above for the entire Term minus the amount of the Resale Subscription Fee that the Reseller Customer actually paid to Neustar with respect to the Direct Customer (i.e., as a sub-account subscription) prior to converting to a Direct Customer.

5. Clarifications

(a) Applications and Databases

If a Customer (a) provisions data from the Service to a single database and (b) allows multiple entities to access the data from the Service in such a database, then such Customer is a Reseller Customer, and its customers receiving the Service (including the data elements comprising the Service) from such Customer are Second Tier Customers, as these terms are defined above.

(b) List Scrubbers

Some Customers scrub lists for other parties (commonly known as “list scrubbers”). The status of such list scrubbers depends, among other things, on who is *actually using* the list of Intermodal Ports *to avoid violating the TCPA*.



(i) List Scrubber as Direct Customer and Other Party Not Affected

If the list scrubber manipulates another party's list of telephone numbers and the list scrubber *initiates phone calls* to the telephone numbers on the other party's list (i.e., the list scrubber *is* in a position of violating the TCPA), then the list scrubber is either a Direct Customer or Second Tier Customer (if obtaining data from a Reseller Customer) for purposes of this Schedule and the Agreement.

(ii) List Scrubber as Reseller Customer and Other Party as Direct Customer

If the list scrubber manipulates another party's list of telephone numbers and the list scrubber *does not initiate phone calls* to the telephone numbers on the other party's list (i.e., the list scrubber *is not* in a position of violating the TCPA, but the other party may violate the TCPA), then the list scrubber is a Reseller Customer and the other party is a Second Tier Customer for purposes of this Schedule and the Agreement.

(iii) Third Party as Direct Customer and List Scrubber as Agent

If the list scrubber manipulates another party's list of telephone numbers and the list scrubber *does not initiate phone calls* to the telephone numbers on the other party's list (i.e., the list scrubber *is not* in a position of violating the TCPA, but the other party may violate the TCPA), then provided the other party appoints in writing the list scrubber as its agent for the purpose of outsourcing the list scrubbing function that the other party would have performed, then the list scrubber is either a Direct Customer or Second Tier Customer (if obtaining data from a Reseller Customer) and the third party is likewise a Direct Customer for purposes of this Schedule and the Agreement.

In either situation (i) or (iii) above, if the list scrubber merely discloses to its own customer the results of *telephone calls it actually makes* on behalf of its own customer (e.g., to generate leads, develop survey results, obtain applications for products/services, etc...), including the associated telephone numbers for those results, then the list scrubber is still just either a Direct Customer or Second Tier Customer (if obtaining data from a Reseller Customer), and not a Reseller Customer.

With respect to situation (c) above, a form letter of agency is supplied hereunder as an attachment.

(c) Wholly-Owned Subsidiaries

A Customer that is a holding company may scrub wireless telephone numbers from lists it receives from its affiliate without implicating a resale only if such affiliate is a wholly-owned subsidiary (100% owned) of Customer and the scrubbing does not otherwise entail a disclosure of the Intermodal Ports list. In such a circumstance, the Customer (e.g., the holding company) is deemed a Direct Customer, and not a Reseller Customer, and the affiliated subsidiary is not deemed a Second Tier Customer as defined above.

(d) Reseller Customers and Second Tier Customers

In providing the Service, both Neustar and each Reseller Customer will necessarily have executed agreements with common customers of each. That is, Neustar is required to enter into agreements with both the Reseller Customer's own customer (i.e., the Second Tier Customer) and Reseller Customer is required to enter into its own agreement with the Second Tier Customer.

Because Neustar is required to enter into an agreement with the Second Tier Customer, Neustar cannot recognize a Reseller Customer's execution of such an agreement on behalf of the Second Tier Customer *unless* the Second Tier Customer provides Neustar with a written letter of agency executed by the Second Tier Customer specifically appointing Reseller Customer as its agent for the purpose of executing the agreement.

(e) Unauthorized Access and Use

Access to, use of, and resale of the such data is permitted *only* in accordance with Article 4 of the Agreement, as further restricted in Articles 5, 6, 10, and 11, as well as this Schedule.

In accordance with the requirements of the Agreement, a Customer may not provide any part of the Service (including the Intermodal Ports) to a third party *unless and until*



- (i) Customer registers with Neustar as a Reseller Customer;
- (ii) such third party executes, as a Second Tier Customer, an Intermodal Ported TN Identification Service Agreement with Neustar;
- (iii) Reseller Customer identifies such third party as its Second Tier Customer; and
- (iv) Reseller Customer pays to Neustar all applicable fees set forth in Section 3(b) above (e.g., the Reseller Subscription Fee and the Second Tier Subscription Fee).

As provided in Section 5.1 of the Agreement, the data provided as part of the Service is Confidential Information to and the exclusive property of the United States telecommunications carriers that provided that data to the regional Number Portability Administration Centers administered by Neustar. Therefore, Neustar does not, and cannot, make any representations or warranties concerning such data.

Failure to comply fully with the Agreement may result in *suspension and/or termination* of the Service and/or the Agreement in accordance with Article 7 of the Agreement, subject additionally to the third party beneficiary rights (afforded under Section 14.10 of the Agreement) to the North American Portability Management LLC, the entity recognized by the U.S. Federal Communications Commission to represent the interests of the telecommunications service providers that own and provided the Intermodal Ports.

6. Audit Rights

During the term of the Agreement and for one (1) year thereafter, Neustar may upon fourteen (14) calendar days' prior written notice to Customer, Neustar may (not more than twice in any calendar year) itself perform or cause a reputable third party auditor to audit, at the expense of Neustar, Customer's access, receipt, use and disclosure of the Service and/or Intermodal Ports for the sole purpose of confirming compliance with the terms and conditions of the Agreement, including this Schedule 1 (Pricing). As part of any such audit, Customer shall, subject to reasonable security, confidentiality restrictions, and mutually-acceptable scheduling requirements, provide to Neustar and its designees prompt and reasonable access to: (a) relevant Customer's staff, and (b) such books, records, supporting documentation, and systems specifically relating to Customer's access, receipt, use and disclosure of the Service and/or Intermodal Ports.

<p>CUSTOMER:</p> <p>_____</p> <p>By: _____ <i>(Signature)</i></p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p style="text-align: center;">NEUSTAR, INC.</p> <p>By: _____ <i>(Signature)</i></p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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Attachment

To

Intermodal Ported TN Identification Service Agreement Pricing Schedule

Letter of Agency

The entity identified below as the “Customer”, having executed an Intermodal Ported TN Identification Service Agreement with NeuStar, Inc., does hereby appoint the entity identified below as the “List Scrubber” as its agent for the sole purpose of processing on behalf of Customer lists of telephone numbers provided by Customer to List Scrubber, and the Agent does hereby accepts such appointment as Agent to Customer. This limited authorization set forth hereunder is revocable at any time upon written notification to Neustar and List Scrubber.

CUSTOMER

Company Name: _____
By: _____
(Signature)
Printed Name: _____
Title: _____
Address: _____

Date: _____

LIST SCRUBBER AS AGENT OF CUSTOMER

Company Name: _____
By: _____
(Signature)
Printed Name: _____
Title: _____
Address: _____

Date: _____