Registrar Access Contract

Reference Schedule

Execution Date:			
Neustar:	Name:	Neustar Data Infotech (India) Private Limited	
	Country of Incorporation:	Republic of India	
	Address:	57-A, 1st Main Road, 3rd Phase, Sarakki Industrial Estate, J P Nagar, Bangalore, Karnataka, India, 560078	
	Contact:	Vijay Babu	
	Phone no.:	+91 80 4699 1600	
	Fax no.:		
	Email: (not for formal notices)	vijay.babu@team.neustar	
Registrar:	Name:		
	Country of Incorporation:		
	Address:		
	Contact:		
	Phone no.:		
	Fax no.:		
	Email: (not for formal notices)		

Executed by and on behalf of **Neustar Data Infotech (India) Private Limited** by an authorised representative:

_____

Signature of Representative

_____

Name and Title of Representative (Block Letters)

Executed by and on behalf of the **Registrar** by an authorised representative:

_____

Signature of Representative

_____

Name and Title of Representative (Block Letters)

1. Access

1.1 During the term of this Agreement, Neustar agrees to provide one or more of Restricted Access and TLD Access to the Registrar in accordance with the terms and conditions of this Agreement.

1.2 Neustar shall also provide a copy of the Neustar registrar toolkit, which shall include sufficient technical specifications to permit the Registrar to interface with the Neustar System and employ the features of the Neustar System that are available to registrars. Subject to the terms and conditions of this Agreement, Neustar hereby grants Registrar and Registrar accepts a non-exclusive, non-transferable, worldwide limited license to use for the Term and purposes of this Agreement, all components owned by or licensed to Neustar in and to the Neustar registrar toolkit, as well as updates and redesigns thereof.

2. Restricted Access

2.1 Neustar shall provide Restricted Access to the Registrar from the Execution Date. Restricted Access shall comprise access to the operational test environment of the Neustar System for the purpose of testing prior to connecting by way of TLD Access.

2.2 The parties agree to work in good faith to operationally prepare for the Registrar to be capable of enjoying TLD Access.

3. TLD Access

3.1 Neustar shall provide TLD Access to the Registrar upon instruction from the Registry Operator. TLD Access shall comprise access to the live ccTLD registry environment of the Neustar Systems allowing Registrars to manage domain registrations.

3.2 The provision of TLD Access to the Registrar is conditional upon the continued approval of such by the Registry Operator.

4. Neustar System

4.1 The Registrar must develop and employ all necessary technology and restrictions to ensure that its connection to the Neustar System is secure and stable and that all data exchanged between the Registrar's system and the Neustar System will be protected to avoid unintended disclosure of information. In the event of any such disclosure, the Registrar must advise Neustar immediately and assist with reasonable remedying as advised. Except to the extent that Neustar is providing Access, the Registrar is solely responsible for the proper backup and protection of all of its software and data, as well as the implementation and maintenance of security controls (including proper virus control).

4.2 The Registrar shall maintain its own customer data.

4.3 The Registrar acknowledges and agrees that there will be times when the Neustar System will undergo upgrades, testing and system unavailability during which the Neustar System will not be available.

5. Neustar Policy

5.1 The Registrar must comply with the Neustar Published Policies as posted and available at www.registrardocs.neustar, or as advised from time to time, as if they were incorporated into, and form a part of this Agreement. In the event of any inconsistencies between the provisions of this Agreement and the Neustar Published Policies, then the Agreement will have priority.

5.2 Neustar may add to, or vary, the Neustar Published Policies, with any such change to take effect:

(a) immediately upon notice, in the case of Neustar being required to do so by Registry Operator, law enforcement agency or Regulatory Body;

(b) immediately upon notice, in the case of the Neustar reasonably determining that there is an emergency or a material threat to the security or stability of the Registry System;

(c) In the case of a material change, on Neustar's providing ninety (90) days' prior written notice; and

(d) Otherwise on Neustar providing thirty (30) days' prior written notice.

5.3 The Registrar must comply with other guidelines or requirements in relation to the Neustar System required by Neustar from time to time in order to comply with the requirements of the Registry Operator, law enforcement agency or Regulatory Body purporting to exercise its powers or functions.

6. Term

The Term of this Agreement will commence on the Execution Date and continue until terminated in accordance with clause 13.

7. Support

7.1 Neustar will provide helpdesk services, through which the Registrar may report issues experienced with the Access. Neustar will analyse and diagnose reported issues and endeavour to take steps to address such. Neustar will respond to reported issues in accordance with the table provided in Annexure 2.

7.2 The Registrar will employ necessary employees, contractors, or agents appropriately qualified to respond to and resolve technical issues concerning Registrar's systems.

7.3 Neither the Registry Operator nor Neustar shall be obligated to provide support for Registrar's customers, registrants, or other third parties.

8. Fees, Invoicing, Payment, Expenses

8.1 For the sake of certainty, unless agreed in writing to the contrary, Neustar will have no obligation to pay any fee due to any third party that may ever be owed or payable by the Registrar.

8.2 Neustar and Registry Operator may agree that Neustar will receive funds on its behalf from the Registrar in relation to the ccTLD regarding which the Registrar and Registry Operator have executed a Registrar Accreditation Agreement. If so, Neustar will be entitled to invoice the Registrar for those amounts in advance, or on a monthly basis at the end of each month, or as otherwise requested by the Registry Operator.

8.3 During the Term, Registrar agrees to pay the fees set forth and in accordance with the service and fee schedule by the Registry Operator, which may be amended from time to time. Subject to any applicable grace periods, such fees shall be non-refundable unless otherwise expressly set forth by the Registry Operator.

8.4 Registrar shall maintain a deposit account or credit facility with the Registry Operator. The Registrar is responsible for funding the account or maintaining the credit facility to a level that is consistent with its monthly sales volume. If the Registry Operator elects to have Neustar perform the billing and collections operations, Neustar shall debit the Registrar's account, or maintain an ongoing ledger in the case of a credit facility, for each billable transaction on at least a daily basis. If the account falls to a zero balance in the case of a deposit account, the Registry Operator reserves the right to stop accepting orders from the Registrar until the account is fully funded to a level that supports the number of domain name registrations submitted. Upon termination of this Agreement, any surplus funds in the deposit account established by Registrar shall be returned to Registrar, after deducting all amounts owed to the Registry Operator and to Neustar.

8.5 All invoices rendered by Neustar are payable within forty-five (45) days from the date of invoice.

8.6 If the Registrar fails to pay any amount owing to Neustar under this Agreement, then without prejudice to Neustar's rights under this Agreement, by reasonable notice to the Registrar Neustar may suspend Restricted Access and/or TLD Access in part or in full until the Registrar pays the outstanding invoice in full.

8.7 The Registrar will reimburse Neustar for agreed expenses incurred by Neustar on the Registrar's behalf.

9. Change Control

9.1 If either party becomes aware of any factor that gives rise to a need for a change to the Agreement; or either party wishes to amend any aspect of this Agreement; or Neustar becomes aware of a Change in Law; (a Change) either party may issue a Change Request to the other party in the form set out in Annexure 1.

9.2 The parties must negotiate in good faith and agree upon any Change Request issued under this clause 9 within seven (7) days of the issue of a Change Request.

9.3 If the parties agree upon the matters relating to the Change Request, those variations that are accepted will be reflected in a Change Request executed by both parties.

9.4 If the parties are unable to agree upon some or all of the matters relating to a Change Request pursuant to clause 9.2, Neustar may elect to:

(a) continue to provide Access in accordance with this Agreement as if the Change Request had not been issued;

(b) if the Change Request relates to a Change in Law terminate this Agreement by written notice; or

(c) refer the issue to dispute resolution under clause 16.4.

9.5 Nothing in this Agreement requires either party to agree to a Change and neither party is required to give reasons for declining a Change.

10. Confidentiality

10.1 Each party acknowledges the confidentiality and proprietary nature of all of the other party's Confidential Information and that no right, entitlement or interest in that Confidential Information is extended to or conveyed to it other than for the strict purposes contemplated by this Agreement.

10.2 Each party undertakes and agrees that it will:

(a) only use the other party's Confidential Information for the purposes contemplated by this Agreement;

(b) not exploit any of the other party's Confidential Information without that party's prior written consent;

(c) keep all of the other party's Confidential Information confidential;

(d) not, without the other party's prior written consent disclose, publish or make any part of the other party's Confidential Information known to any person;

(e) not use, or attempt to use, any of the other party's Confidential Information for its own purposes or the purposes of any third party, or do or omit to do any act or thing involving the use of that Confidential Information that may injure or cause loss to, or be calculated to injure or cause loss to, the other party without the other party's prior written consent; and

(f) not, without the other party's prior written consent issue a media release in relation to the fact of this Agreement or the nature of any terms herein.

10.3 Clauses 10.1 and 10.2 will not apply to any information that:

(a) was at the date the information was provided or the date this Agreement was signed (whichever is earlier) in the public domain, or subsequently enters the public domain, through no fault of the other party;

(b) the party is obliged by law to disclose, provided that it has first advised the other party of this obligation, has allowed the other party reasonable time to avoid the disclosure having to be made, and has given the other party such assistance (at the other party's cost) as the other party reasonably requests in doing so; or

(c) the parties agree in writing will not be governed by the provisions of clauses 10.1 and 10.2.

10.4 For the avoidance of any doubt, nothing in this Agreement prevents or restricts Neustar from developing, retaining and using any ideas, concepts, information, tools, methodologies or know-how relating to methods or processes of general application.

10.5 The Registrar acknowledges that Neustar is providing Access on a non-exclusive basis and that Neustar may provide Access to any other party, provided that in doing so, Neustar does not breach the provisions of clauses 10.1 and 10.2.

11. Intellectual Property

11.1 Unless specified elsewhere in this Agreement, the parties acknowledge that Access does not result in the vesting of any Intellectual Property rights to the Registrar and that all Intellectual Property owned, utilised or created by Neustar in the provision of Access remains the property of Neustar or the Registry Operator as the case may be. Subject to the foregoing, Neustar acknowledges that Registrar owns all Intellectual Property rights created further to Registrar's particular use or access to the Neustar System.

11.2 Registrar grants Neustar a non-exclusive irrevocable right and license to use data concerning domain name registrations submitted by Registrar, for the purposes of facilitating the operation of the ccTLD and performing Neustar's obligations under this Agreement and the agreement between Neustar and the Registry Operator in relation to the ccTLD.

11.3 To the extent that Registry Data is created or used in connection with provision of the Access, the Registry Data remains the property of Neustar or the Registry Operator as the case may be, and the Registrar must not sell or otherwise grant access to any Registry Data to any person, other than in order to comply with its obligations under the Agreement, unless authorised or required by Neustar, the Registry Operator, a Regulatory Body or a law enforcement agency.

11.4 The Registrar must not decompile or reverse-engineer any aspect of the Neustar System, or assist or procure any person to decompile or reverse-engineer any aspect or provide information to any person about de-compilation of any aspect for any purpose.

12. Marketing

12.1 Each party grants the other a non-exclusive, revocable, royalty-free licence to use its corporate logo in its unaltered form during the Term in order to link to pages and documents within the other party's website, provided not framed by other materials, subject always to the right of each party to withdraw the licence if the other party does not comply with reasonable terms and conditions of use of the logo and materials which it may issue from time to time.

12.2 The rights granted under this clause 12.1 must not be transferred or assigned or sub-licensed to any other person.

13. Termination

13.1 This Agreement may be terminated immediately by either party by written notice to the other on the happening of an Insolvency Event in respect of the other, and the Insolvency Event remains in existence in respect of that party when the notice is delivered.

13.2 The Registrar may terminate this Agreement upon immediate written notice to Neustar in the event the Registrar Accreditation Agreement it has executed with the Registry Operator in relation to which Restricted Access or TLD Access is or has been provided hereunder, have either expired or been terminated.

13.3 Neustar may upon immediate notice terminate the Agreement, or terminate or suspend Restricted Access or TLD Access in relation to the ccTLD if:

(a) there is any event that, in Neustar's sole discretion, affects the security or stability of the Neustar System;

(b) it considers Registrar has not complied with Neustar Published Policies;

(c) it considers Registrar has breached the terms of this Agreement; or

(d) is advised to do so by a Regulatory Body or law enforcement agency purporting to exercise its functions or powers.

13.4 Neustar may upon immediate notice terminate or suspend TLD Access in relation to the ccTLD, if so requested by the Registry Operator.

13.5 On termination of this Agreement, or termination or suspension of Restricted Access or TLD Access in relation to the ccTLD, Neustar is entitled to invoice the Registrar for all amounts owed but not invoiced and all monies unpaid by the Registrar pursuant to this Agreement will immediately become payable. Any monies paid to Neustar by the Registrar under this Agreement are not refundable. On termination of this Agreement, Neustar and the Registry Operator shall be entitled to immediately contact any and all registrants as necessary to facilitate the transition of Registrar's registrations to other Registrar(s).

13.6 The parties' obligations (including any obligations to indemnify) under clauses 10, 11, 13, 14 and 16 survive the termination or expiration of the Agreement, or the termination or suspension of Restricted Access or TLD Access and such will not affect any accrued rights or liabilities of either party.

14. Liability

14.1 Except for express undertakings to indemnify and any warranties set out in this Agreement, to the extent permitted by the law, Neustar expressly excludes all conditions, warranties and guarantees, whether express or implied, statutory or otherwise.

14.2 Neither party will have any liability in any way to any party because of any act or omission of the other party or its Representatives, where such act or omission is specifically required by a direction to the other party from a Regulatory Body or law enforcement agency purporting to exercise its functions or powers or from the Registry Operator as per clause 13.4; or any failure to provide uninterrupted Access.

14.3 Notwithstanding any other provision in this Agreement, in no event will either party be liable to any party for any indirect, punitive, special, incidental or consequential damage in connection with or arising out of this Agreement (including for loss of profits, use, data, or other economic advantage), however it arises, whether for

breach of this Agreement or in tort, and even if either party has been previously advised of the possibility of such damage.

14.4 Subject to clauses 14.6 and 14.7, at no time will either party's total aggregate liability in respect of all claims arising under or pursuant to this Agreement exceed the total amount paid by the Registrar hereunder during the sixty (60) day period that immediately precedes the act that gave rise to such liability regardless of whether those claims arise out of a single event or a number of different events.

14.5 Each party must ensure that in its dealings with third parties, including any person who may register, or otherwise use a domain name within the ccTLD, it does not do anything that imposes any liability, express or implied, on the other party.

14.6 Either party's liability arising out of or in connection with this Agreement (whether in contract, equity, negligence, tort or for breach of statute or otherwise) will be reduced by the extent, if any, to which the other party or its Representatives contributed to the loss.

14.7 Certain statutes, rules and regulations in India may imply certain non-excludable warranties or conditions or mandate certain statutory guarantees. To the extent that they are not permitted to be excluded, Neustar's liability for breach of such conditions, warranties or guarantees and the Registrar's sole and exclusive remedy in relation to such breaches shall be limited to in the case of services under the Agreement, at Neustar's option, supplying the services again or paying the cost of having the services supplied again.

14.8 The Registrar will indemnify, defend and hold harmless Neustar against:

(a) any loss or damage to any property or injury to or death of any person caused by any wrongful or negligent act or omission of the Registrar or its Representatives;

(b) any claim brought or filed by a third party against Neustar due to any failure by the Registrar or its Representatives to act in accordance with this Agreement; and

(c) any costs, liability, losses, damages, or claims incurred or suffered by Neustar where Neustar performs any act or omission specifically required by a direction to Neustar from a Regulatory Body or law enforcement agency, purporting to exercise its functions or powers; and that direction ~~to~~ is caused by an act or omission of the Registrar or its Representatives.

15. Force majeure

Neither party will be liable to the other or to any third party for any non-performance or delay in the performance of its obligations under this Agreement, if events or conditions beyond its reasonable control (which may include the non-performance or delay in performance by suppliers) cause the non-performance or delay and the party gives the other prompt notice thereof.

16. General provisions

16.1 Costs

Each party must pay its own costs in relation to the negotiation, preparation, execution, performance, amendment or registration of, or any consent given or made; and the performance of any action by that party in compliance with any liability arising, under this Agreement or any agreement or document executed or effected under this Agreement, unless this Agreement provides otherwise.

16.2 Assignment

(a) The Registrar must not transfer any right or liability under this Agreement without the prior consent of Neustar, such not to be unreasonably withheld, except where this document provides otherwise.

(b) Neustar may transfer any right or liability under this Agreement upon thirty (30) days written notice to the Registrar.

16.3 Notices

(a) Any notice may be served by delivery in person or by post or transmission by facsimile to the address or number of the recipient specified in the Reference Schedule or most recently notified by the recipient to the sender. Email may be used for communications but not for the service of formal notices under this Agreement.

(b) Any notice to or by a party under this Agreement must be in writing and signed by either the sender or, if a corporate party, an authorised officer of the sender; or the party's lawyer.

(c) Any notice is effective for the purposes of this Agreement upon delivery to the recipient or production to the sender of a facsimile transmittal confirmation report before 4.00 pm local time on a day in the place in or to which the written notice is delivered or sent or otherwise at 9.00 am on the next day following delivery or receipt.

16.4 Dispute resolution

(a) In the event of any dispute, controversy, or claim between the parties arising from or related to this Agreement (a Dispute), then upon the written request of either party, each of the parties shall appoint a designated officer to (and who has the authority to) meet and negotiate in good faith to resolve such dispute.

(b) Other than injunctive or provisional relief (which may be sought by a party without delay where appropriate), formal legal proceedings may not be commenced until the earlier of the expiration of thirty (30) days after the initial request for such negotiations; or either of the designated officers concluding in good faith and notifying the other designated officer that amicable resolution through continued negotiation of the matter at issue does not appear likely.

16.5 Governing law

This Agreement is governed by and construed under the laws of India.

16.6 Jurisdiction

Subject to clause 16.4:

(a) The parties agree, in the event of any legal action in relation to this Agreement against any party or its property, to the exclusive jurisdiction of courts in New Delhi, India; and

(b) Each party by execution of this document irrevocably, generally and unconditionally submits to the nonexclusive jurisdiction of any court specified in this provision in relation to both itself and its property.

16.7 Amendments

Any amendment to this Agreement has no force or effect, unless effected by a document executed by the parties.

16.8 Further assurance

Each party must execute any document and perform any action necessary to give full effect to this Agreement, whether before or after performance of this Agreement.

16.9 Pre-contractual negotiation

This Agreement expresses and incorporates the entire agreement between the parties in relation to its subject matter, and all the terms of that agreement; and supersedes and excludes any prior or collateral negotiation, understanding, communication or agreement by or between the parties in relation to that subject matter or any term of that agreement.

16.10 Continuing performance

(a) The provisions of this Agreement do not merge with any action performed or document executed by any party for the purposes of performance of this Agreement.

(b) Any representation in this Agreement survives the execution of any document for the purposes of, and continues after, performance of this Agreement.

(c) Any indemnity agreed by any party under this Agreement constitutes a liability of that party separate and independent from any other liability of that party under this Agreement or any other agreement; and survives and continues after performance of this Agreement.

16.11 Waivers

Any failure by any party to exercise any right under this Agreement does not operate as a waiver and the single or partial exercise of any right by that party does not preclude any other or further exercise of that or any other right by that party.

16.12 Remedies

The rights of a party under this Agreement are cumulative and not exclusive of any rights provided by law.

16.13 Severability

Any provision of this Agreement which is invalid in any jurisdiction is invalid in that jurisdiction to that extent, without invalidating or affecting the remaining provisions of this Agreement or the validity of that provision in any other jurisdiction.

16.14 Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together are deemed to constitute one and the same document.

16.15 Relationship of parties

Nothing in this Agreement constitutes the relationship of partnership or employer and employee between the Registrar and Neustar, and it is the express intention of the parties that any such relationships are denied.

16.16 Party acting as trustee

If a party enters into this Agreement as trustee of a trust, that party and its successors as trustee of the trust will be liable under this Agreement in its own right and as trustee of the trust. Nothing

releases the party from any liability in its personal capacity. The party warrants that at the date of this Agreement:

(a) all the powers and discretions conferred by the deed establishing the trust are capable of being validly exercised by the party as trustee and have not been varied or revoked and the trust is a valid and subsisting trust;

(b) the party is the sole trustee of the trust and has full and unfettered power under the terms of the deed establishing the trust to enter into and be bound by this Agreement on behalf of the trust and that this Agreement is being executed and entered into as part of the due and proper administration of the trust and for the benefit of the beneficiaries of the trust; and

(c) no restriction on the party's right of indemnity out of or lien over the trust's assets exists or will be created or permitted to exist and that right will have priority over the right of the beneficiaries to the trust's assets.

16.17 Time

In the event of any dispute or discrepancy concerning the time of an action in the Neustar System, the time shown in Neustar's records shall control.

17. Definitions and interpretation

17.1 Definitions

In this Agreement unless the context otherwise requires:

Access means both Restricted Access and TLD Access;

ccTLD shall mean the .IN country code top-level domain (and all sub domains for which Neustar provides registry services) in the DNS;

Change in Law means a change in any applicable law; or the creation of, or a change in, any rule or policy of an entity responsible for regulating the domain name system, either of which may result in Neustar being unable, or prohibited, from fulfilling its obligations in this Agreement, or which may adversely affect the cost to Neustar of doing so;

Confidential Information of a party (**Owning Party**) means information of or relating to the Owning Party, or any affiliate of the Owning Party (including software in source and object code form) relating to the business operations or affairs of the Owning Party or any affiliate of the Owing Party; including:

(a) the corporate or business development, expansion strategy or corporate or business structure;

(b) financial, taxation and accounting matters;

(c) inventions, discoveries, trade secrets, knowhow, technology, techniques, processes, information, formulae, ideas or concepts, whether or not reduced to material form, drawings, designs, plans, models, and scientific, technical and product information;

(d) source and object codes;

(e) business and marketing plans and projections;

(f) customer information, customer lists and customer information proprietary to customers;

(g) agreements, relationships and arrangements with third parties, whether legally enforceable or otherwise;

(h) computer software; and

(i) pricing under this Agreement,

and any information relating thereto;

Insolvency Event means in respect of a party:

(a) the party commits an act of insolvency or is unable or is deemed to be unable to pay its debts as and when they fall due;

(b) the party enters into, or resolves to enter into, a scheme of arrangement or composition with, or assignment for the benefit of its creditors, or proposes a reorganisation, moratorium or other administration involving it;

(c) the party is adjudged bankrupt;

(d) the party goes into liquidation; or

(e) a receiver or manager is appointed over the assets of the Registrar,

or an event of equivalent effect occurs in any jurisdiction;

Intellectual Property means any intellectual industrial or commercial property, including:

(a) any copyright;

(b) any business, trade or commercial name or designation, brand name, logo, symbol, source indication or origin appellation;

(c) any Confidential Information;

(d) any legal action relating to any previous item;

(e) any licence or other right to use, or to become the registered proprietor or user of, any previous item; and

(f) any document of title, letters patent, deed of grant or other document or agreement relating to any previous item,

whether registered or unregistered or recorded or unrecorded, stored or incorporated in any medium of any nature or description;

Neustar Published Policies means those specifications, guidelines, procedures and policies established and published by Neustar from time to time;

Neustar System means the technical system operated by Neustar for facilitating the operation of the ccTLD on behalf of the Registry Operator;

Registrar Accreditation Agreement means the agreement between the Registry Operator and the Registrar to act as a registrar in relation to the ccTLD;

Registry Data means the data maintained in electronic form in the Neustar System used to record, store and maintain details of available and registered domain names in a TLD (other than Intellectual Property or non-public, proprietary or commercially sensitive information or property of Neustar used by Neustar in establishing and maintaining the Neustar System);

Registry Operator means National Internet Exchange of India (NIXI), a not for profit company duly registered under section 25 of the Indian Companies Act 1956 with its registered office located at, 6C,6D,6E Hansalaya Building 15, Barakhamba Road, New Delhi-110001 India;

Regulatory Body means any government or any governmental, semi-governmental, or judicial entity or authority, any self-

regulatory organisation established or recognised under statute or any stock exchange;

Representatives of an entity include directors, officers, employees, agents, contractors and sub-contractors of that entity;

Restricted Access means access by the Registrar to the Neustar System as described in clause 2.1;

Term means in respect of the Agreement the period described in clause 6; and

TLD Access means access by the Registrar to the Neustar System as described in clause 3.1.

17.2   Interpretation

In this document unless the context otherwise requires:

(a)   clause and subclause headings are for reference purposes only;

(b)   the singular includes the plural and vice versa;

(c)   reference to a person includes any other entity recognised by law and vice versa;

(d)   where a word or phrase is defined its other grammatical forms have a corresponding meaning;

(e)   any reference to a party to this Agreement includes its successors and permitted assigns;

(f)   any reference to any agreement or document includes that agreement or document as amended at any time;

(g)   the use of the word **includes** or **including** is not to be taken as limiting the meaning of the words preceding it;

(h)   the expression **at any time** includes reference to past, present and future time and the performance of any action from time to time;

(i)   an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;

(j)   an agreement, representation or warranty on the part of two or more persons is for the benefit of them jointly and severally; and

(k)   the calculation of date and time is by reference to the Gregorian calendar.

Annexure 1
Change Request Form

Change order number:

Date proposed:

Name of party instigating the Change:

Proposed date of implementation of Change:

Details of Change proposal:

Any change to the amount that the Registrar would be required to pay Neustar as a result of the Change (or a method for calculating that change):

Plan/Timetable for implementing the Change:

The responsibilities of the parties for implementing the change:

Any other matters which the parties consider are important:

Expiration Date:

Executed by and on behalf of **Neustar Data Infotech (India) Private Limited** by an authorised representative:

_____

Signature of Representative

_____

Name and Title of Representative
(Block Letters)

Executed by and on behalf of the **Registrar** by an authorised representative:

_____

Signature of Representative

_____

Name and Title of Representative
(Block Letters)

neustar®

Annexure 2
Issue Severity Levels and Response Time Frames

Neustar will endeavour to provide Registrar with a response and resolution to any reported issue in accordance with the timeframes listed in the following table or as advised from time to time.

Classification	Severity of Incident	Response Timeframe	Update Frequency	Resolution Target
Severity 1	An incident that involves total failure of the system to operate, or complete interruption of a service, for which a workaround does not exists.	2 hours	2 hours	2 hours
Severity 2	An incident that involves impairment. Note that an incident that would otherwise qualify as a Severity 1 incident for which a workaround exists would be a Severity 2 incident.	2 hours	2 hours	4 hours
Severity 3	An incident that has a limited or minor adverse effect on operations and does not substantially impair the functionality of the service. A workaround may be available.	2 hours	8 hours	8 hours
Severity 4	General usage questions regarding the service and general requests for clarification or information.	4 hours	16 hours	24 hours