

CONFIDENTIALITY AGREEMENT

NPAC/SMS Application

This CONFIDENTIALITY AGREEMENT (this “**Agreement**”) is entered into as of the ____ day of _____, 20____ by and between **NEUSTAR, INC.** (“**NeuStar**”), a Delaware Corporation with a principal place of business at 21575 Ridgetop Circle, Sterling VA 20166 USA, and _____, a _____ with a principal place of business at _____ (the “**Applicant**”), each a “**Party**” and collectively the “**Parties**”.

Explanatory Statements

A. Neustar operates and administers a Number Portability Administration Center/Service Management System (the “**NPAC**”) under separate, regional agreements with the North American Portability Management LLC (the “**NAPM LLC**”) in connection with each United States region associated with the former Regional Bell Operating Companies, and under a separate agreement with the Canadian LNP Consortium, Inc. (the “**CLNPC**”) in connection with the Canadian region (such agreements, the “**Master Agreements**”).

B. Applicant desires to submit an application for accessing a regional NPAC/SMS for the purpose of routing, rating, or billing calls, or performing network maintenance in connection with the provision of telecommunications services.

C. The Parties intend to permit and control the disclosure of confidential and proprietary information during the period in which NeuStar evaluates Applicant's qualifications, in accordance with the requirement of Neustar's Master Agreements, for becoming a user of an NPAC/SMS (a “**User**”).

D. Applicant may become a User of the NPAC/SMS only after Neustar confirms that Applicant's qualifications meet the requirements set forth in the applicable Master Agreements and upon the full execution and delivery of a separate, regional agreement (the “**NPAC/SMS User Agreement**”).

Terms and Conditions

1. **Purpose.** The Explanatory Statements above are hereby incorporated by reference. The Parties acknowledge that they may be provided certain Confidential Information (as that term is defined herein) from each other in connection with the preparation, submission and evaluation of an application to become a User of an NPAC. For the purposes of this Agreement, the Party disclosing Confidential Information shall be referred to as the “**Disclosing Party**” and the Party receiving such Confidential Information shall be referred to as the “**Receiving Party**”. Upon executing an NPAC/SMS User Agreement, and thus becoming a User of an NPAC, Applicant and Neustar will be subject to the confidentiality obligations set forth therein.

2. **Confidential Information.** As used in this Agreement, “Confidential Information” means all non-public information relating to the Disclosing Party and its subsidiaries, affiliates, consultants, subcontractors, customers, and third parties, whether disclosed before or after the date of execution of this Agreement, whether of a technical, business, financial or any other nature, disclosed in any manner, whether verbally, electronically, visually, or in a written or other tangible form, which is either identified or designated as confidential or proprietary, or which should be reasonably understood to be confidential or proprietary in nature.

3. **Exceptions.** Confidential Information does not include any information that (a) at the time of disclosure, was in the public domain or in the possession of the Receiving Party; (b) after disclosure, is published or otherwise becomes part of the public domain 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; and (d) was independently developed by the Receiving Party without reference to Confidential Information of the Disclosing Party.

4. **Obligations.** For the period ending three (3) years after the date of disclosure, the Receiving Party shall (a) keep the Disclosing Party's Confidential Information in strict confidence and (b) not disclose any such Confidential Information to anyone without the Disclosing Party's prior written consent. The Receiving Party shall not use, or permit others to use, Confidential Information for any purpose, including by way of example and not limitation commercial exploitation, other than to prepare, submit and evaluate an application to become a User of an NPAC/SMS.

5. **Measures.** The Receiving Party shall take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own Confidential Information of a similar nature, which shall not be less than the care a reasonable person would use under similar circumstances.

6. **Permitted Disclosures.** The Receiving Party shall restrict the possession, knowledge, development, and use of the Disclosing Party's Confidential Information to its directors, officers, members, employees, consultants, counsel, auditors, agents, affiliates, accountants, professional advisors, and any potential investor or acquirer of a substantial part of the Receiving Party's business (whether by merger, sale of asset, sale of stock or otherwise) whose duties justify access to such Confidential Information (i.e., demonstrably has a "need to know" such Confidential Information); provided, however, that such are bound by a non-disclosure agreement or confidentiality obligations consistent with, and at least as protective as, those set forth in this Agreement. NeuStar may disclose Applicant's Confidential Information to the NAPM LLC (if an application concerns the United States regions) or the CLNPC (if an application concerns the Canadian region) in accordance with the obligations of their respective Master Agreements with Neustar, and in accordance with any rule, regulation, order, opinion or decision of the United States Federal Communications Commission (with respect to the United States regions) or the Canadian Radio-television and Telecommunications Commission (with respect to the Canadian region), or any other regulatory body having jurisdiction or delegated authority with respect to the subject matter of this Agreement and the NPAC/SMS

7. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information to the extent necessary pursuant to applicable federal, state, provincial, or local law, regulation, court order, or other legal process, provided the Receiving Party has, if not otherwise prohibited, given the Disclosing Party prior written notice of such required disclosure and, to the extent reasonably possible, has given the Disclosing Party an opportunity to contest such required disclosure, including by seeking a protective order or other appropriate remedy to prevent or limit such disclosure, at the Disclosing Party's discretion and expense.

8. **Notification.** The Receiving Party shall notify the Disclosing Party immediately in the event the Disclosing Party learns of any unauthorized possession, use or knowledge of the Disclosing Party's Confidential Information or materials containing such Confidential Information, shall prevent further disclosure of such Confidential Information, and will cooperate with the Disclosing Party in any proceeding against any third parties necessary to protect the Disclosing Party's rights with respect to the Confidential Information.

9. **Ownership.** The Disclosing Party, or the relevant third party, as the case may be, retains all right, title and interest in and to its Confidential Information, including any intellectual property rights thereof, and the Receiving Party shall have no rights, by license or otherwise, to use or disclose the Confidential Information except as otherwise expressly provided herein. Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed, or under any intellectual property rights of either Party. For the purposes of this Agreement, intellectual property rights shall mean all those rights and interests, whether by statute or under common law, relating to copyrights, patents, trademarks, trade secrets, mask works, or any similar rights.

10. **Term & Termination.** The obligations under this Agreement shall take effect as of the date set forth above, and continue for a period of three (3) years. Either Party may terminate this Agreement at any time upon thirty (30) days prior written notice. Notwithstanding any expiration or termination, the confidentiality obligations under this Agreement shall survive, with respect to any Confidential Information received prior to such expiration or termination, for a period of three (3) years from the date of disclosure of such Confidential Information, or such longer period as required by law, regulation, or court order (e.g., trade secrets law, administrative rule, protective orders, etc....)

11. **Disclaimers.** CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BY WAY OF EXAMPLE AND NOT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, SUITABILITY AND NON-INFRINGEMENT. NOTHING HEREIN SHALL BE INTERPRETED TO OBLIGATE EITHER PARTY TO CONSUMMATE ANY TRANSACTION WITH THE OTHER. ANY COMMITMENT TO PROCEED WITH A TRANSACTION SHALL BE SET FORTH IN A SEPARATE AGREEMENT EXECUTED BY THE PARTIES, WHICH FOR PURPOSES OF ACCESSING THE NPAC/SMS IS SET FORTH IN AN NPAC/SMS USER AGREEMENT. NOTHING HEREIN SHALL BE CONSTRUED AS RESTRICTING THE TYPE OF ACTIVITIES IN WHICH EITHER PARTY OR ITS PERSONNEL MAY ENGAGE,

PROVIDED THAT THE DISCLOSING PARTY'S CONFIDENTIAL INFORMATION IS NOT USED OR DISCLOSED.

12. Assignment. Neither Party shall assign or otherwise transfer all or any portion of its rights or obligations under this Agreement without prior written consent of the other Party, which consent shall not be unreasonably conditioned, withheld or delayed, except that either Party may assign this Agreement without consent to (a) any Affiliate of such Party; (b) an entity which acquires all or substantially all of the assets of such Party; and (c) a successor in a merger or acquisition. Any assignment or transfer in violation of this Section shall be void and have no effect.

13. Non-liability. Customer agrees and expressly acknowledges that the evaluation of Applicant by Neustar, the NAPM LLC or the CLNPC to become a User of the NPAC/SMS results in an absolute exclusion from liability with respect to Neustar, the NAPM (and its members), the CLNPC (and its shareholders), and all other Users.

14. Waiver. Any failure to enforce the other Party's strict performance of any provision of this Agreement shall not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

15. Severability. Each provision of this Agreement shall be severable from every other provision for the purpose of determining the legal enforceability of any specific provision.

16. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by telecopy or facsimile transmission, upon acknowledgment of receipt of electronic transmission or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth below or to such other address as either Party may specify in writing.

17. No Agency. Nothing herein shall be construed as creating a partnership, joint venture, an employment relationship or an agency relationship between the Parties, or as otherwise authorizing either Party to act for the other. The Parties hereto are independent contractors for all purposes.

18. Governing Law & Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, if Applicant is applying for access to a United States NPAC/SMS, and with the laws of the Province of Ontario and the laws of Canada applicable therein, if the Applicant is applying for access to the Canadian NPAC/SMS, without regard in either case to its choice of law principles. The exclusive venue for any legal proceeding arising from this Agreement resides in the State and Federal courts sitting in the Commonwealth of Virginia. The Receiving Party irrevocably waives the defense of an inconvenient forum with respect to any such action or proceeding, and agrees that service of process in any such action or proceeding may be made upon the Receiving Party by mailing a copy thereof to the Receiving Party at its address set forth herein as well as by any other lawful method.

19. Injunctive Relief. Each Party acknowledges that disclosure or use of the Disclosing Party's Confidential Information in violation of this Agreement could cause irreparable harm to the Disclosing Party for which monetary damages may be difficult to ascertain or are an inadequate remedy. Therefore, Disclosing Party shall be entitled, in addition to its other rights and remedies, to seek and obtain equitable relief without proof of monetary damages, including injunctive relief and specific performance, in the event of any material breach of the provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a material breach of this Agreement, but shall be in addition to all other remedies available at law or in equity. The Receiving Party shall pay Disclosing Party its reasonable attorney's fees in the event it prevails in any action to enforce this Agreement against the Receiving Party.

20. Compliance with Laws. The Receiving Party shall not disclose or use, nor permit others to disclose or use, the Disclosing Party's Confidential Information in violation of any laws, including without limitation securities and export laws and regulations.

21. Entire Agreement. This Agreement contains the entire understanding of the Parties hereto with respect to the transactions and matters contemplated hereby, from and after the Effective Date, and supersedes all previous agreements between the Parties concerning the subject matter set forth in the Explanatory Statements above, and cannot be amended except in writing and signed by both Parties.

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This CONFIDENTIALITY AGREEMENT is executed by the duly authorized representatives of the Parties:

NeuStar, Inc.

(Applicant)

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____