

ADDITIONAL CLAUSES TO APPENDIX D

1. Single Point of Contact. Each party shall designate a Single Point of Contact as its representative under this Agreement. The Single Point of Contact shall be authorized to administer the Agreement on behalf of the party it represents. Each party shall be responsible for the conduct of its Single Point of Contact, and each party may rely on the written representations of the other party's Single Point of Contact, provided, however, that the Single Point of Contact shall not be authorized to amend or change the Agreement.

2. Characterization of Services. The City agrees that this Agreement is not for construction, alteration, or repair, for construction-related services, for manufacture, sale, or distribution of materials, equipment, or supplies, or for human or client services. The City represents and warrants that this Agreement does not involve services that would require the payment of prevailing wages or living wages. Entities such as registrars, data escrow providers, providers of hardware, software, and connectivity, etc., which will play roles under this Agreement subsidiary to the Contractor, shall not be deemed "subcontractors" for any purpose.

3. Claims of Breach. If the Contractor disputes a termination that DoITT and/or the City claims is pursuant to Section 10.03 of Appendix D, the Agreement will nevertheless be deemed terminated as of the effective date set forth in the notice of DoITT's finding under Section 10.03(D) and Section 10.05(A) of Appendix D and DoITT will be entitled to procure replacement services. The termination, however, will not be considered one for "cause" or a "default" unless and until the dispute is resolved, and then only if such consideration is not inconsistent with such resolution.

4. City's Compliance With Law. The City and its employees and agents shall comply with all laws in connection with the City's activities concerning this Agreement.

5. Confidentiality. The City shall preserve the confidentiality of documents and other information provided to it that the Contractor marks or otherwise identifies as "Confidential." The City shall limit its distribution of such information (for the purposes of this paragraph, the "Confidential Information") to persons with a need to know such information. In the event that the City receives a request for the disclosure of such Confidential Information and makes a preliminary determination that the Confidential Information should be disclosed, the City shall timely notify the Contractor so that the Contractor may take appropriate steps to prevent such disclosure. Confidential Information does not include any information that (a) is now, or hereafter becomes, through no act or failure to act on the part of the City (except where required by law), generally known or available to the public; (b) is known to the City at the time of receiving such information; (c) is independently developed by the City without the use of Confidential Information provided by Neustar; (d) is the subject of written permission to disclose provided by Neustar; or (e) is required to be disclosed by applicable law.

6. **LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY**

DAMAGES, OR LOST PROFITS, HOWEVER CAUSED. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE AGGREGATE LIABILITY OF THE CONTRACTOR (AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND AFFILIATES) FOR ANY CLAIM ARISING OUT OF OR RELATED IN ANY WAY TO THIS AGREEMENT SHALL NOT EXCEED \$1,000,000 (ONE MILLION DOLLARS), PROVIDED, HOWEVER, THAT THE LIMITATION ON THE CONTRACTOR'S LIABILITY TO \$1,000,000 (ONE MILLION DOLLARS) SHALL NOT APPLY TO CLAIMS:(i) FOR PERSONAL INJURY OR PROPERTY DAMAGE, (ii) WHERE THE LIABILITY IS ON ACCOUNT OF A CLAIM BY A THIRD-PARTY, OR (iii) INVOLVES A BREACH BY THE CONTRACTOR OF INTELLECTUAL PROPERTY RIGHTS OF THE CITY OR A NON-PARTY.

7. Indemnification By The City. The City shall indemnify and hold the Contractor, its directors, officers, employees, and agents harmless from any and all claims or judgments for damages on account of any injuries or death to any person or damage to any property and from costs and expenses to which the Contractor, its directors, officers, employees, and agents may be subjected or which it may suffer or incur allegedly arising out of or in connection with any operations of the City or its agents to the extent resulting from any negligent act of commission or omission, any intentional tortious act, or failure to comply with the provisions of this Agreement or of the Laws. Insofar as the facts or Law relating to any claim would preclude the Contractor, its directors, officers, employees, or agents from being completely indemnified by the City, the Contractor, its directors, officers, employees, and agents shall be partially indemnified by the City to the fullest extent permitted by Law.

8. No "Participating Agencies." The City represents that no "participating agencies" are involved in this Agreement or in its performance.

9. Assignment. The Commissioner and the Agency Chief Contracting Officer hereby grant the Contractor the consent required under Article 3 of Appendix D to the Contractor for any future assignment of this Agreement to any affiliate of the Contractor or any entity that purchases seventy-five percent (75%) or more of Contractor's assets, provided that, prior to the effective date of such assignment: (a) such affiliate or entity submits a VENDEX questionnaire to the Mayor's Office of Contracts; and (b) such affiliate or entity has been determined to be responsible.

10. No Imputation of Conduct. The conduct of a registrant or end user shall not be imputed to the Contractor, and the Contractor shall not be responsible for a registrant or end user's use of an internet site. For example, a registrant or end user's promotion of religious activity shall not be deemed a violation by the Contractor of Section 2.06 of Appendix D and a registrant or end user's discrimination shall not be deemed a violation by the Contractor of Section 2.07 of Appendix D.