

ASSIGNMENT AND ASSUMPTION AGREEMENT

.neustar Registry Agreement

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT of the .neustar Registry Agreement ("Assignment and Assumption Agreement") is made as of 29 May 2020 (the "Effective Date") by and between Registry Services, LLC, a Delaware limited liability company ("Assignor") and Neustar, Inc., a Delaware corporation ("Assignee"). The parties to this Assignment and Assumption Agreement shall be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Assignor is a party to that certain Registry Agreement entered into 5 December 2013, by and between Assignor and the Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN") for the .neustar top-level domain (the "Registry Agreement").

B. Pursuant to Section 7.5 of the Registry Agreement, in its letter dated 27 April 2020, Assignor requested ICANN's acknowledgement of an assignment of the Registry Agreement from Assignor to Assignee.

C. Assignor hereby desires to assign its rights and obligations under the Registry Agreement to Assignee, and Assignee hereby desires to assume Assignor's rights and obligations under the Registry Agreement via assignment, pursuant to the terms and conditions of this Assignment and Assumption Agreement and upon ICANN granting its acknowledgement of the assignment.

AGREEMENT

In consideration of the mutual promises set forth herein and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's rights and obligations under the Registry Agreement.
2. Assignee hereby accepts the assignment of the Registry Agreement and assumes all liabilities of Assignor under the Registry Agreement, whether contingent or accrued, and further agrees to assume and perform all of the covenants, obligations and agreements of Assignor under the Registry Agreement.
3. The Parties hereby agree that Assignee shall be substituted for Assignor for all purposes of the Registry Agreement.
4. Notwithstanding the foregoing, Assignor shall continue to be bound by the covenants, obligations and agreements set forth in the Registry Agreement.
5. The Parties hereby acknowledge that ICANN's acknowledgment of Assignor's assignment of the Registry Agreement does not waive any rights ICANN may have to take action with respect to any breaches of the Registry Agreement by Assignor occurring prior to the Effective Date.

6. Notwithstanding anything to the contrary herein or in the Registry Agreement, this Assignment and Assumption Agreement shall not constitute an amendment, modification or wavier of any rights or obligations of Assignee and GoDaddy Inc., pursuant to that certain Unit Purchase Agreement, dated as of April 3, 2020, by and between Assignee and GoDaddy Inc.

7. Each Party shall, upon the reasonable request of the other Party, make, execute, acknowledge, and deliver any and all further documents and instruments, and do and cause to be done all such further acts, to evidence and/or in any manner perfect Assignor's assignment of the Registry Agreement to Assignee pursuant to this Assignment and Assumption Agreement.

8. This Assignment and Assumption Agreement shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee. This Assignment and Assumption Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one agreement. This Assignment and Assumption Agreement may be executed and delivered by facsimile signature or by other electronic means, which shall be accepted as if they were original execution signatures. This Assignment and Assumption Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Delaware, irrespective of the choice of laws principles of the State of Delaware. This Assignment and Assumption Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Assignment and Assumption Agreement to be executed and delivered as of the date last written below.

Registry Services, LLC



Name: Heather Hoffert

Title: VP, Finance

Date: May 28, 2020

Neustar, Inc.



Name: Heather Hoffert

Title: VP, Finance

Date: May 28, 2020