



Robocalling Testbed Use Policy

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Rev. 1.5

Neustar Information Services, Inc.
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1. OVERVIEW

This Robocalling Testbed Use Policy is an agreement entered into by Neustar Information Services, Inc. and _____, a _____ with principal offices located at _____ (“Tester”) and has an effective date as of the last date of execution below.

1.1. Background

The Alliance for Telecommunications Industry Solutions (ATIS) and Neustar Information Services, Inc. (“Neustar”) agreed to jointly offer an industry testbed to enable third parties, such as communications service providers, equipment manufacturers, and vendors, to test solutions of the ATIS-developed Signature-based Handling of Asserted information using toKENs (SHAKEN) framework. SHAKEN provides a profile for service providers implementing standards developed by the Internet Engineering Task Force (IETF) to combat auto-dialed calls and call spoofing, including Secure Telephone Identity Revisited (STIR), which defines a mechanism for verifying calling numbers. These evolving standards are critical to identifying illegitimate auto-dialed calls and call spoofing. The objective of the SHAKEN framework is to provide guidance to implementers and ensure interoperability.

1.2. Purpose

This Neustar Robocalling Testbed Use Policy establishes the policies, terms, and conditions under which a Tester may access Neustar’s infrastructure (“Robocalling Testbed”) pursuant to the Secure Telephone Identity (STI) Test Plan(s) (“Test Plans”) developed or subsequently modified by the ATIS Testbeds Focus Group, subject to any access and connectivity guidelines (“Connectivity Guidelines”) issued by Neustar.

2. TESTBED

2.1. Qualifications

Membership in ATIS is not a prerequisite for participating in testing. Any service provider with an assigned Operating Company Number (OCN), as maintained by the National Exchange Carrier Association, Inc. (NECA), is qualified as a test participant. Other third parties may qualify as test participants provided they (i) test in cooperation with an identified service provider with an assigned OCN, (ii) must be capable of executing some or all of the Test Plans, and (iii) comply with all Connectivity Guidelines. By signing this Robocalling Testbed Use Policy, participants are attesting to their agreement to any Connectivity Guidelines and that they have an assigned OCN or are otherwise testing in cooperation with an identified service provider with an assigned OCN, and are capable of executing some or all of the Test Plans.

All test participants, whether or not ATIS members, shall execute a Confidentiality Agreement with ATIS. This agreement is available online from ATIS at http://www.atis.org/01_strat_init/Robocalling/docs/testbed-nda-blank.pdf.

2.2. Access and Connectivity

Test participant’s access to the Robocalling Testbed shall be exclusively on a remote basis during Neustar’s normal business day. Nothing herein shall require Neustar to grant physical access to Neustar’s facilities.

Neustar may make available resources to support (a) Neustar-to-participant pair-wise testing, (b) participant-to-participant pair-wise testing (interconnected through the Neustar Lab) and (c) multi-participant testing with Neustar and interconnections through the Neustar Lab. Neustar shall provide an online process for requesting Robocalling Testbed technical support.

2.3. Testing

Testing shall take place pursuant to the Test Plans. Test results may be collected, anonymized and aggregated for sharing purposes. Detailed results will not be shared outside the involved testing participants, unless agreed to in writing by all participants. Nothing herein shall be deemed to prohibit test participants from internally using Confidential Information of a third party properly obtained in connection with the testing, provided that the test participant is expected to maintain such Confidential Information strictly in confidence. The Confidential Information may only be used for testing purposes, unless agreed to in writing by the third party.

After completion of a Neustar Lab use session, Tester is requested to provide the following:

- Brief status report on Tester’s activities and progress made during the test through the Neustar Lab.
- Observed issues with respect to Lab activities; interoperability characteristics of qualified devices; the equipment, test tools and test scripts as may be provided by Neustar; and the network configuration and characteristics of the Lab.

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- Any other comments and feedback.

2.4. Additional Considerations

Use of the Robocalling Testbed is provided on a fair, competitively neutral, as-available basis in a non-discriminatory manner. Test participants shall not interfere with ongoing Neustar activities or the activities of other test participants.

Use of the Robocalling Testbed is not a prerequisite for a product becoming certified, nor is it a replacement for any specific certification testing. Use of the Robocalling Testbed does not guarantee that a product will become certified.

Neustar reserves the right to discontinue offering the Robocalling Testbed, or to modify this Robocalling Testbed Use Policy, and any Connectivity Guidelines at any time by providing written notice to the Tester.

2.5. No Fees

There are no fees due and owing from Tester for its use of the Robocalling Testbed. Neustar may, in its discretion, and on a commercially reasonable basis, charge fees to Tester for the performance of any mutually agreed to additional service in support of testing. These fees will be mutually agreed to by both parties prior to the performance of these additional services.

3. CONFIDENTIALITY

In addition to the rights and obligations set forth in the Confidentiality Agreement between participant and ATIS:

- Each Party acknowledges that it may receive (the "Receiver") from the other (the "Discloser") Confidential Information of the other Party for purposes of its performance under this Robocalling Testbed Use Policy. "Confidential Information" shall mean all data and information of any kind, whether of a technical, business, financial, proprietary, or any other nature, disclosed in any manner, whether verbally, electronically, visually or in a written or other tangible form, which is either marked as "Confidential" at or before the time of disclosure or which should be reasonably understood to be confidential and/or proprietary in nature. No restriction shall apply with respect to Confidential Information which: at the time of disclosure, was in the public domain or in the possession of the receiving Party; becomes publicly known through no fault of the Receiver; was received after disclosure from a third party who had a lawful right to disclose such information to the Receiver without any obligation to restrict its further disclosure; or is independently developed by the Receiver without use of the Confidential Information and without the participation of individuals who have had access to the Confidential Information.
- Neither Party shall use or disclose any of the other Party's Confidential Information except to the extent permitted and set forth in this Robocalling Testbed Use Policy. The Receiver shall take commercially reasonable security precautions, at least as stringent as the precautions it takes to protect its own Confidential Information, with respect to the Discloser's Confidential Information. The Receiver may disclose the Discloser's Confidential Information (a) solely on a need-to-know basis, for purposes of the Receiver's performance under this Robocalling Testbed Use Policy, to Receiver's employees, Affiliates, and duly authorized subcontractors, and (b) to potential purchasers or acquirers of Receiver (and/or substantially all of its assets, voting equity, and or business) for purposes of evaluating such an acquisition transaction with Receiver, provided that in each instance such third parties shall be obligated to treat such Confidential Information in a manner strictly in accordance with the applicable covenants herein
- The Receiver may make disclosures to the extent necessary pursuant to applicable law, regulation, court order, or other legal process, provided the Receiver uses diligent efforts to limit disclosure and, upon request by the Discloser, assists the Discloser in obtaining confidential treatment or a protective order. A Party receiving any such request to disclose Confidential Information shall, to the extent that it may legally do so, immediately advise the Discloser prior to making such disclosure so that the Discloser may take such other action it deems appropriate to protect the Confidential Information. In the event of any disclosure or loss of Confidential Information of the Discloser, the Receiver shall promptly and at its own expense notify the Discloser in writing and act and reasonably cooperate with the Discloser to minimize any damage resulting therefrom.
- The obligations set forth herein shall survive the expiration or termination of this Robocalling Testbed Use Policy for a period of three (3) years or such longer period as required by law, regulation, or court order.
- Tester agrees to indemnify, defend and hold harmless Neustar for any breach arising from or related to these confidentiality provisions provided that the breach was not the result of Neustar's gross negligence or intentional conduct.

4. MISCELLANEOUS

- 4.1. Indemnity Procedure - Tester.** Tester will indemnify, defend and hold harmless ATIS and Neustar for any loss, damage, expense, costs (including, but not limited to, reasonable fees for attorneys and other professionals) or liability arising out of or in connection with a claim that Tester's designs or other instructions given by Tester to Neustar infringe, misuse or misappropriate any Intellectual Property Rights of a third party where Neustar had no control or discretion to implement in a manner to avoid the infringement, and except to the extent Neustar indemnifies Tester pursuant to the Sections 4.2.

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- 4.2. Indemnity Procedure - Neustar.** Neustar will indemnify, defend and hold harmless Tester for any loss, damage, expense, costs (including, but not limited to, reasonable fees for attorneys and other professionals) or liability arising out of or relating to (i) Neustar's intentional or negligent acts or omissions under this Robocalling Testbed Use Policy; (ii) the use of the Neustar Testbed or Lab except to the extent that the loss, damage or expense arises from Tester's gross negligence or willful action; and (iii) the testing Services or any materials developed or provided to Tester by Neustar. In the event that the Products, or any part thereof, are held to infringe, or Tester desires to terminate the use of the Lab in order to avoid actual or potential liability for infringement, Tester may withdraw the Products.
- 4.3. Notification and Claim Management.** The indemnified party will: (i) promptly notify the indemnifying party in writing, within thirty (30) days (or sooner if required by applicable law) of the receipt of any liability or claim that is covered by the indemnification provided in this Section 21; (ii) give the indemnifying party all reasonably requested information which the indemnified party has concerning the liability or claim; (iii) reasonably cooperate with and assist the indemnifying party, at the indemnifying party's expense, in the defense of the liability or claim; and (iv) give the indemnifying party authority to control the defense and settlement of any the liability or claim, as set forth below. The indemnified party's failure to provide written notice of any liability or claim will not relieve the indemnifying party from any liability under this Section 4, except to the extent the indemnifying party may have been substantially prejudiced by the indemnified party's failure to give notice. The indemnifying party will: (i) defend or settle, at its own expense, any liability or claim; (ii) keep the indemnified party advised of the status of any of its defense and/or negotiation efforts; and (iii) afford the indemnified party reasonable opportunity to review and comment on significant actions planned to be taken by the indemnifying party on behalf of the indemnified party. The indemnifying party will not enter into any settlement without the indemnified party's prior written approval of the settlement: (1) materially adversely affects the indemnified party's rights or interests; (2) affects any rights of the Indemnitee with respect to any Supplier Materials or Products; (3) imposes any liability upon the Indemnitee not subject to indemnification under this Section 21; or (4) contains or implies any wrongful action or inaction or any admission of wrongdoing (other than with respect to acknowledging the Indemnitee's use of the relevant material), by or with respect to the Indemnitee. The indemnified party will have no authority to settle any claim on behalf of the indemnifying party.
- 4.4. Disclaimer of Warranties.** USE OF THE LAB, INCLUDING WITHOUT LIMITATION NEUSTAR FACILITIES, EQUIPMENT, STAFF OR ANY OTHER PROPERTY, AS SPECIFIED HEREUNDER IS PROVIDED "AS IS" AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, CONFIDENTIALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ARE DISCLAIMED BY EVERY PARTY, EXCEPT TO THE EXTENT THOSE DISCLAIMERS ARE HELD LEGALLY INVALID.
- 4.5. Limitation of Liability.** TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW AND EXCEPT FOR EACH PARTY'S OBLIGATIONS UNDER THIS AGREEMENT REGARDING INDEMNIFICATION, IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE DAMAGES, OR ANY OTHER INDIRECT DAMAGES ARISING FROM OR RELATED TO TESTER'S USE OF THE LAB (INCLUDING NEUSTAR FACILITIES, EQUIPMENT, STAFF OR ANY OTHER PROPERTY), INCLUDING, WITHOUT ANY LIMITATION, DAMAGE TO EITHER PARTY'S EQUIPMENT, OR DAMAGES WHICH REFLECT LOST BUSINESS, PROFITS OR REVENUE OBTAINED OR LOST, OR THE COSTS OF RECONSTRUCTING DATA, WHETHER DAMAGES OF THIS NATURE WERE FORESEEABLE OR NOT, AND EVEN IF THE PARTY HAD BEEN ADVISED THAT DAMAGES OF THIS NATURE WERE POSSIBLE. IN NO EVENT SHALL ANY PARTY'S TOTAL LIABILITY EXCEED ONE THOUSAND DOLLARS.
- 4.6. Assignment; Beneficiaries.** Neither Party may assign nor otherwise transfer, including by operation of law, all of any portion of its rights or obligations under this Robocalling Testbed Use Policy without the prior written consent of the other Party, which consent shall not be unreasonably conditioned, withheld or delayed, except that either Party may assign this Robocalling Testbed Use Policy 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. Nothing herein shall be deemed or construed to create any rights in any third party or to create any obligations of a Party to a third party.
- 4.7. Relationship of Parties.** The Parties are independent contractors and nothing herein creates a relationship of partnership, employer and employee, or principal and agent. Neither Party has any right nor authority (whether express or implied) to bind, act on behalf of, or represent the other Party.
- 4.8. Severability and Modification.** If any provision of this Robocalling Testbed Use Policy or a Service Order is adjudged by a competent authority to be invalid, void or unenforceable under applicable law, such provision will be modified or eliminated to the minimum extent necessary to effect the intent of the Parties and the remainder of the provision will not be affected thereby and will continue in full force and effect.
- 4.9. Waiver of Default.** No waiver or discharge hereof shall be valid unless in writing and signed by the Party against which such amendment, waiver, or discharge is sought to be enforced. A delay or omission by either Party to exercise any right or power under this Robocalling Testbed Use Policy shall not be construed to be a waiver thereof. A waiver by either of the Parties of any of the covenants to be performed by the other or any breach thereof shall not be construed

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to be a waiver of any succeeding breach thereof or of any other covenant.

- 4.10. Survival.** Any provision of this Robocalling Testbed Use Policy which contemplates performance, compliance or observance subsequent to any termination or expiration (in whole or in part) shall survive any such termination or expiration, and continue in full force and effect.

- 4.11. Force Majeure.** A party shall be excused from any delay or failure in performance of their obligations hereunder to the extent caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to, "acts of God", earthquake, acts of terrorism, civil disorder, war, national or local emergency, acts of government, compliance with any statutory obligation or governmental requirements, fire, flood, or weather of exceptional severity ("Force Majeure Events"). Neither Party shall be liable for any loss or damage resulting from Force Majeure Event, provided that such Party uses all commercially reasonable efforts to avoid or remove such causes of nonperformance.

- 4.12. Governing Law; Dispute Resolution.** This Robocalling Testbed Use Policy shall be subject to, and construed in accordance with, the laws of the State of New York, without giving effect to its conflict of law principles. Disputes arising under or in connection with this Robocalling Testbed Use Policy shall be brought in the Federal or State courts located in New York. The Parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

- 4.13. Construction; Precedence.** Each Party acknowledges that it has reviewed this Robocalling Testbed Use Policy. It is the Parties' intent that this Robocalling Testbed Use Policy will not be construed against either Party and in the event of an ambiguity or question of intent or interpretation arises, shall be construed as if drafted jointly by the Parties with no presumption favoring or disfavoring any Party by virtue of authorship of any term.

- 4.14. Entire Agreement; Amendment; Miscellaneous.** This Robocalling Testbed Use Policy hereunder constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter contained therein. No amendment, modification, waiver or other change in any term or condition of this Robocalling Testbed Use Policy shall be effective or binding unless mutually assented to in writing by an authorized representative of each Party. Each Party agrees that it shall execute and deliver such other documents and take such other actions as may be requested to effect the transactions contemplated under this Robocalling Testbed Use Policy. This Robocalling Testbed Use Policy hereunder may be executed in counterparts that together shall constitute a binding agreement.

Neustar Information Services, Inc.

(Tester)

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____