

2. Amendment/Modification No. 0011	3. Effective Date SEE BLK # 16C	4. Requisition/Purchase Req. No. NT910000-12-01035	5. Project No. (if applicable)
---------------------------------------	------------------------------------	-------------------------------------------------------	--------------------------------

6. Issued By SAP ACQUISITIONS 1325 EAST WEST HWY SSMC 2, ROOM 11323 SILVER SPRING, MD 20910 G JEAN. BARRETT 301-713-0833 x170	Code F6001201	7. Administered By (If other than Item 6) SEE BLOCK 6	Code
----------------------------------------------------------------------------------------------------------------------------------------------	---------------	----------------------------------------------------------	------

8. Name and Address of Contractor (No., Street, County, and Zip Code) NEUSTAR, INC. 46000 CENTER OAK PLAZA STERLING VA 201666593	Vendor ID: 00000190 DUNS: 112403295 CAGE: 3DXC3	(X)	9A. Amendment of Solicitation No.
			9B. Date (See Item 11)
		X	10A. Modification of Contract/Order No. DG1335-08-CN-0002
			10B. Date (See Item 13) Oct 18, 2007

Code	Facility Code
------	---------------

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (if required)
See Schedule \$ US 0.00

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(x)	A. This change order is issued pursuant to: (Specify authority) The changes set forth in item 14 are made in the Contract Order No. in item 10A.
	B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set fourth item 14, pursuant to the authority of FAR 43.103 (b)
	C. This supplemental agreement is entered into pursuant to authority of:
X	D. Other (Specify type of modification and authority) FAR CLAUSE 43.103(a) BILATERAL, FAR 1.602-1 CONTRACTING OFFICER'S AUTHORITY

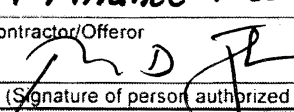

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
THE PURPOSE OF THIS MODIFICATION 0011 IS TO ADD THE RIGHTS IN DATA CLAUSE TO THIS CONTRACT.

AS PRESCRIBED IN 27.409(c), INSERT THE FOLLOWING CLAUSE: FAR CLAUSE NUMBER 52.227-17 RIGHTS IN DATA--SPECIAL WORKS (DEC 2007) HAS BEEN ADDED TO THIS CONTRACT BY REFERENCE.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. Name and Title of Signer (Type or Print) <i>Bradley D. Smith</i> VP Finance + Corp Controller	16A. Name and title of Contracting Officer (Type or Print) NATALIE SIMONSON (301) 713-0820 x198 TEAM LEADER Natalie.Simonson@noaa.gov
15B. Contractor/Offendor  (Signature of person authorized to sign)	15C. Date Signed 11-22-2011
	16B. United States of America  (Signature of Contracting Officer)
	16C. Date Signed 11/29/2011

SCHEDULE

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0001	<p>BASE PERIOD Perform the services required by the SOW Period of Performance: Base 3 year period plus 2 option years (5 years), beginning on October 26, 2007.</p> <p>Accounting and Appropriation Data: 61.08.1050012.100.0012.010101000.08000000000 00000.25990000.000000 US\$ 0.01</p>	1	EA	0.01	0.01
0002	<p>OPTION PERIOD ONE Perform the services required by the SOW. Option year One. Period of Performance: 365 days, begning the day after the base period expires.</p> <p>Accounting and Appropriation Data: 61.08.1050012.100.0012.010101000.08000000000 00000.25990000.000000</p>	1	EA	0.00	0.00

TITLE 48 -- FEDERAL ACQUISITION REGULATIONS SYSTEM
REVISED AS OF OCTOBER 1, 2010
CHAPTER 1 -- FEDERAL ACQUISITION REGULATION
SUBCHAPTER H -- CLAUSES AND FORMS
PART 52 -- SOLICITATION PROVISIONS AND CONTRACT CLAUSES
SUBPART 52.2 -- TEXTS OF PROVISIONS AND CLAUSES

48 CFR **52.227-17**

52.227-17 Rights in Data--Special Works.

As prescribed in 27.409(e), insert the following clause:

RIGHTS IN DATA--SPECIAL WORKS (DEC 2007)

(a) Definitions. As used in this clause--

Data means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include restricted computer software or information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

Restricted computer software means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

Unlimited rights means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of Rights. (1) The Government shall have--

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause.

(ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright --(1) Data first produced in the performance of this contract. (i) The Contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants

OG1335-08-CN-0002 MOD NO. 0011

to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and that contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) Indemnity. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

(End of clause)