

GODADDY'S GUIDELINES AND REQUIREMENTS FOR OUTSIDE COUNSEL

Effective August 1, 2013

I. INTRODUCTION

In order to ensure clear expectations and define the parameters of its attorney-client relationships, Go Daddy Holding Company, LLC ("Go Daddy") has established the following guidelines and requirements that shall apply to the referral of matters to, and services performed by, retained outside legal counsel and third-party service providers ("Guidelines and Requirements").

By accepting, performing, or continuing the representation of Go Daddy, each law firm agrees to incorporate these Guidelines and Requirements into its business relationship with Go Daddy. Should any law firm have a need to modify these Guidelines and Requirements in a particular instance, it shall submit proposed modifications, in writing, to either Go Daddy's General Counsel or the Contact within Go Daddy's Legal Department with whom the law firm regularly interacts. Such proposed modifications shall not be effective unless and until they have been approved, in writing, by Go Daddy's General Counsel.

Please review these Guidelines and Requirements carefully with the appropriate members of your law firm. Whenever a matter is assigned to a law firm, we expect that each attorney or paralegal providing services in that matter will become familiar with these Guidelines and Requirements and will provide services in compliance with them.

II. GENERAL GUIDELINES

A. Corporate Management Objectives

Go Daddy generally seeks legal consultation, advice, and services from outside counsel in furtherance of its corporate management objectives, including (1) compliance with all applicable laws and (2) reasonable avoidance of risk. Compliance with the law is an absolute; avoidance of risk is relative and involves an assessment of the costs and benefits of business, technical, and legal considerations associated with a given legal project.

In retaining outside counsel, Go Daddy shall communicate its specific corporate management objective for a given legal project (e.g., general advice and counsel, preparation of legal opinion, litigation handling, settlement, etc.). Outside counsel shall advise Go Daddy as to the most cost-effective methods of achieving the stated corporate management objective in view of applicable compliance obligations and identifiable risks.

B. Conflicts of Interest and Preserving Confidential Information

The avoidance of conflicts of interest and protection of the attorney-client privilege are priority

considerations in Go Daddy's decision to retain outside legal counsel. Law firms representing Go Daddy are expected to have established policies and procedures that fully comport with Go Daddy's expectations in this regard. All law firms shall conduct a conflicts of interest check and report the results to Go Daddy, in writing, prior to or simultaneously with, the execution of an Engagement Letter (see Section II, D).

All conflicts and potential conflicts of interest shall immediately be brought to the attention of either the General Counsel or the appropriate Contact within the Go Daddy Legal Department. Go Daddy will then decide whether the law firm can properly represent Go Daddy in connection with the particular legal matter. In the event a conflict of interest arises after work on a legal matter has commenced, outside counsel shall immediately notify the General Counsel (or appropriate Contact within Go Daddy's Legal Department), cease all work on the legal matter, ensure that Go Daddy's proprietary and confidential information is secure, and diligently work to obtain the appropriate continuance or stay while transferring the matter to another outside counsel (as selected by Go Daddy).

C. The Designated Partner & Work Product

When Go Daddy approaches a law firm concerning representation on a legal matter, Go Daddy expects the law firm to provide a candid assessment of whether the potential representation lies within its areas of expertise and whether it can be handled economically and efficiently. Go Daddy generally retains individual attorneys who have renowned expertise in a particular area of the law. In the event circumstances necessitate substitution of a partner or attorney on an assigned legal matter, then outside counsel shall immediately notify and confer with Go Daddy regarding both the reason and the recommended substitute. Go Daddy must approve, in writing, all attorney substitutions.

Go Daddy requires outside counsel to designate a partner (the "Designated Partner") who is ultimately responsible for Go Daddy's relationship with the law firm and for all work referred to it. The Designated Partner shall closely monitor all services performed on Go Daddy's behalf and will review the monthly invoice(s) for accuracy and reasonableness prior to delivery.

Copies of all work-product created by outside counsel, including correspondence, agreements, pleadings, motions, memoranda, opinions, discovery, and research shall be sent to Go Daddy via electronic mail. No paper copies are to be sent.

D. Engagement Letters

Coordination of all legal work referred by Go Daddy to outside counsel is the responsibility of Go Daddy's Legal Department. Unless otherwise authorized in writing by Go Daddy's General Counsel, arrangements for providing outside legal services to Go Daddy are made only through Go Daddy's Legal Department. Non-Legal Department personnel are not authorized to engage outside counsel.

Go Daddy requires outside counsel to provide a draft Engagement Letter for its review, which shall set forth the parameters of the relationship regarding a particular legal project. Outside

counsel will not be retained until such time as both parties have finalized and executed an Engagement Letter. An Engagement Letter may be executed only by Go Daddy's General Counsel or the appropriate Contact within Go Daddy's Legal Department.

Subject to the actual results of a conflicts of interest check, Engagement Letters shall include a representation that the law firm has conducted a conflicts of interest check and that no such conflict of interest exists that would preclude its representation of Go Daddy on the contemplated legal matter.

The Engagement Letter shall also include, at a minimum, provisions governing the following:

- (i) Description of the engagement;
- (ii) Scope of work to be performed on Go Daddy's behalf;
- (iii) Assigned staffing and billing rates (see Section IV, A);
- (iv) Specifications as to any and all reimbursable costs which outside counsel may incur (including third party contractor and expert expenses);
- (v) Invoicing;
- (vi) Handling and disposition of Go Daddy files as well as its proprietary and confidential information upon final disposition of the matter;
- (vii) Arbitration, in the event of a dispute as to services; and
- (viii) Termination of the attorney-client relationship.

III. BUDGETING

To facilitate and streamline the billing process, Go Daddy has implemented the following system with respect to the budgeting of legal fees:

A. Initial Budget and Strategy

At the request of Go Daddy, outside counsel shall prepare a written work plan detailing:

- (i) The law firm's strategy of the case;
- (ii) The steps that will be taken to implement that strategy; and
- (iii) An initial budget. The initial budget shall reflect outside counsel's best estimate of the tasks and costs required to successfully complete the assigned matter in accordance with the state objective, applicable compliance obligations, and reasonable avoidance of risks. Work on a particular legal matter shall proceed once outside counsel's written project budget and work plan have been reviewed and approved by Go Daddy.

Outside counsel shall notify Go Daddy when the total cost for a matter reaches approximately eighty percent of the estimated budget. No payment will be made for legal charges in excess of the approved budget without Go Daddy's prior written authorization.

B. Supplemental Budgets and Strategy

Outside counsel shall prepare a supplemental, updated budget at the request of Go Daddy. As events may occur at any time during the course of a legal matter that may not have been contemplated at the outset, budgets and strategies shall also be supplemented at the time of any significant event.

C. Budgetary Review

Each budget shall be reviewed and approved by either Go Daddy's General Counsel or the appropriate Contact within Go Daddy's Legal Department. If Go Daddy believes one or more adjustments to either the proposed initial or supplemental budgets are necessary, it shall discuss such adjustments with outside counsel.

D. Monthly Litigation Accruals

At the close of each calendar month, Go Daddy may request of the Designated Partner, via email, that outside counsel provide a Monthly Litigation Accrual comprised of:

- (i) The total fees and expenses (including third-party service provider fees) charged to a particular matter for the month just ended; and
- (ii) A 2 - 4 sentence summary of the work performed during the month.

Outside counsel's response shall be provided in accordance with the timeframe specified in the Monthly Litigation Accrual request. Go Daddy may also require supplemental mid-month or mid-year litigation accruals.

IV. ALTERNATIVE FEE ARRANGEMENTS

Go Daddy is receptive to alternatives to the conventional hourly billing model, including the use of fixed or flat fees, blended rates, contingency fees etc. We encourage your firm to consider and propose alternative legal spend arrangements at the inception of matters whenever feasible. These alternative fee arrangements will be agreed to in writing and implemented using CounselLink.

V. PROMPT PAY DISCOUNTS

Go Daddy generally maintains a 60-day remittance period in which to pay outside counsel invoices. In certain circumstances, however, Go Daddy and outside counsel may wish to exercise a prompt-pay option. Should outside counsel wish to be paid within a 45-day remittance cycle, Go Daddy shall receive a .6% discount off the total amount of the charges

for the particular invoice(s) at issue. Should outside counsel wish to be paid within a 30-day remittance cycle, Go Daddy shall receive a 1.2% discount off the total amount of the charges for the particular invoice(s) at issue.

VI. MONTHLY INVOICES AND BILLABLE ITEMS

A. Billing Rates and Third-Party Services

Current billing rates of all partners, attorneys and paralegals working on an assigned legal matter, and outside counsel's policies regarding reimbursement of costs, shall be included in the Engagement Letter or provided under separate cover simultaneously with the Engagement Letter. Moreover, law firms will submit a Fee Offer of current individual timekeeper rates for those timekeepers who perform work for Go Daddy through CounselLink for review and approval by Go Daddy. Charges submitted at a rate that exceeds the approved CounselLink Fee Offer rate for a timekeeper will be reduced to the approved rate.

In the event outside counsel desires to change any established billing rates or reimbursement policies that would affect any approved budgets, the proposed changes must be submitted to the General Counsel or appropriate Contact within Go Daddy's Legal Department for review. Generally, Go Daddy will not entertain any billing rate increases on a particular legal matter while that matter is in progress. Any exceptions to this policy are solely within Go Daddy's discretion.

In the event outside counsel requires the services of a third-party provider (e.g., local counsel, consultants, experts, etc.) in the performance of legal services for Go Daddy, then outside counsel shall consult with and obtain Go Daddy's written approval prior to retaining such third party service providers. Third-party service providers secured through outside counsel shall be held to the same requirements as those that apply to outside counsel. It is outside counsel's responsibility to inform any third-party service provider of, and to supervise the third-party service provider's compliance with, these Guidelines and Requirements, including the requirement for an approved budget. Outside counsel will not be reimbursed for any third-party service provider fees or expenses that deviate from these Guidelines and Requirements.

B. Monthly Invoices

Go Daddy requires outside counsel to submit a monthly professional statement and completed task-based billing form detailing services rendered and reimbursable expenditures incurred during the previous month. Because Go Daddy tracks fees and expenditures on each matter separately, outside counsel shall submit a separate monthly invoice for each legal matter. Billings for unidentified "miscellaneous" or "general" matters are not acceptable unless approved in writing by the General Counsel or appropriate Contact within Go Daddy's Legal Department. The monthly professional statement shall include:

- (i) A detailed, daily description of the services performed. For telephone calls the entry shall reflect the person called and a description of the substance of the call;
- (ii) Name of attorney, paralegal or third-party service provider performing the services;
- (iii) Time (in one-tenth hour increments) devoted to such services by each individual that

day. "Block billing" is not permitted without written approval from the General Counsel or appropriate contact in Go Daddy's Legal Department. Please refer to Exhibit A for a discussion of Block billing and how to properly format charge entries);

- (iv) A separate itemization of reimbursable expenses;
- (v) Outside counsel's Federal Tax Identification Number;
- (vi) Unique Invoice Number;
- (vii) Invoice Date;
- (viii) Matter Name; and
- (ix) Go Daddy's Matter Number.

Beginning September 1, 2013, with invoices for work performed in August 2013, ALL invoices will be submitted to Go Daddy through CounselLink. Instructions on how to submit invoices to CounselLink are attached hereto as Exhibit A, "Invoice Submission".

Unless otherwise approved, invoices should be submitted monthly, the month following the date the service is provided or cost incurred. Charges for time expended or costs incurred that are greater than 90 days old at the time of invoice submission are considered untimely and may not be paid. Invoices will not be accepted for more than 120 days after a matter has been closed.

Go Daddy may, at its sole discretion, and upon reasonable written notice to the Designated Partner, audit legal fees and reimbursable out-of-pocket expenses charged by outside counsel. Such audit includes the right to review the actual invoices issued by third party service providers, including but not limited to, invoices from rental car providers, hotels and restaurants. Accordingly, receipts for all out-of-pocket expenses should be retained by outside counsel for a period of three years after work has concluded on a particular legal matter.

C. Non-Billable Time

Go Daddy's policy is to pay promptly for all legal services rendered and expects that the monthly invoices submitted by outside counsel will represent charges only for legal services actually rendered in accordance with the approved scope of the engagement, and not for internal organizational matters. Go Daddy does not pay for clerical or word processing tasks performed by administrative assistants, or any other task that is considered as overhead for outside counsel, unless specifically pre-authorized in writing by either the General Counsel or the appropriate Contact within Go Daddy's Legal Department.

In addition, Go Daddy considers the following items to be non-billable by either outside counsel or a third-party service provider:

- (i) Time spent assessing and communicating whether a potential matter is within a law firm's area of expertise and whether it can be handled economically and efficiently;
- (ii) Time spent preparing either initial or supplemental budgets;
- (iii) Time spent preparing and/or reviewing monthly litigation accruals and invoices;
- (iv) Time spent or expenses associated with, the initial conflicts of interest check or communicating the conflicts of interest opinion to Go Daddy.

(v) Continued and repetitive file review unless realistically related to an activity that is necessary to the handling of the matter. Go Daddy will not pay for file review when outside counsel assigns a new attorney to the case, unless outside counsel has requested and received Go Daddy's prior written approval.

(vi) Inter-office conferences between attorneys, or between attorneys and staff, unless Go Daddy has pre-authorized such conferences in writing. In the event such pre-authorization is obtained, outside counsel shall only invoice Go Daddy for the senior attorney's time.

(vii) Attendance by more than one (1) attorney at non-dispositive motion hearings, status conferences, scheduling conferences or other routine and ordinary hearings, unless outside counsel has requested and received Go Daddy's prior approval.

(viii) Miscellaneous Fees, including Temporary staff charges; Office rent/utilities; Office supplies; First class postage; Interest on unpaid invoices; In-house accounting fees; Internet service fees; Cellular telephone charges; Local or long distance charges; Facsimile charges; Firm conference rooms; Temporary office space; Equipment rental; Storage charges; Laser printing; Case management or litigation software or systems; Computer hardware and software; IT charges/database administration including database maintenance; Costs of computer support or IT professionals; Temporary word processing or clerical staff (regular and overtime charges); Internal messengers and couriers; Subscriptions, books, periodicals, publications; Professional association fees; Group outings or hospitality; Client entertainment; and Business meals or refreshments during the course of a work day (unless associated with travel, trials, meetings or depositions).

D. Travel Related Expenses

Go Daddy generally retains outside counsel to handle matters within the geographic or jurisdictional area in which a particular legal matter is pending. Accordingly, Go Daddy will not pay for travel time when an attorney travels within a thirty (30) mile radius of his/her office to the courthouse or government office where the legal matter is pending. If travel is required beyond thirty miles each way, Go Daddy will pay one-half (1/2) of the hourly rate for that attorney's travel time. If actual time is spent on Go Daddy legal tasks while traveling (e.g., reviewing depositions and pleadings, dictating correspondence, etc.), then outside counsel may bill their regular hourly rate for time expended while performing such tasks.

Go Daddy will only reimburse reasonable expenses incurred by outside counsel for travel related to the handling of a particular legal matter. Go Daddy will not reimburse outside counsel for first-class airline travel, luxury hotel accommodations, lavish meals, luxury car rentals or entertainment expenses. Any exceptions to these reimbursement policies must be pre-authorized in writing by the General Counsel.

E. Legal Research and Administrative Costs

Go Daddy expects its outside counsel will have the necessary skill, experience, and expertise to

handle routine and recurring legal issues with minimal or no legal research. Accordingly, no legal research shall be performed without being budgeted and pre-authorized, in writing, by Go Daddy. If requested, the results of all legal research shall be memorialized in a written memorandum or email and forwarded to the General Counsel or the appropriate Contact within Go Daddy's Legal Department.

In addition, Go Daddy considers the following items to be non-billable overhead costs and will not reimburse outside counsel for any of the following:

- (i) Costs associated with online research tools (e.g. Westlaw, Lexis, etc.);
- (ii) Costs associated with facsimile or copier equipment;
- (iii) Time spent filing daily, ordinary or routine court papers either electronically or via delivery service, in the jurisdiction in which the law firm is physically located. (Each firm is expected to have regular pick-up and delivery services.);
- (iv) Time spent sending or receiving faxes, or copying. If outside counsel believes an outside copying service is necessary, it must obtain Go Daddy's prior written approval prior to contracting for the copying work. Copying charges shall be billed at no more than ten cents (\$.10) per copy.

F. Routine Litigation Matters

Go Daddy realizes that many discovery documents are standard forms used on a recurring basis, the completion of which is primarily clerical in nature. Accordingly, Go Daddy expects that little or no attorney time shall be used in preparing the following documents and that preparation of these documents will be primarily reserved for clerical or paralegal personnel:

- (i) Subpoenas, Notices of Deposition, Affidavits of Service, etc.
- (ii) Interrogatories, Requests for Production, Requests for Admission, Medical Releases and other "form" discovery that is not specifically drafted for a particular legal matter.
- (iii) Compilation and assembly of deposition and trial notebooks.

If necessary, documents may be attached to an invoice using the Document Attachment feature in CounselLink. See the instructions for attaching documents in Exhibit B, "Document Attachment."

VII. COORDINATION W/INSURANCE COMPANIES & AUDITORS

Go Daddy has procured liability insurance coverage that may, in a given situation, apply to legal matters being handled by outside counsel. If a particular legal matter assigned to outside counsel is covered by one or more insurance policies, then outside counsel understands and agrees to:

- (i) Communicate with the insurance company on a regular basis during the pendency of the legal matter and comply with all promulgated guidelines;
- (ii) Prepare any and all requested reports and updates required by the insurance company including Agreed-To Litigation Plans, budget projections, liability assessments, case strategies, etc.; and

(iii) Submit monthly invoices to, and accept direct payment from, the insurance company.

Outside counsel may also periodically receive auditor's requests for information regarding contingent liabilities of Go Daddy or its subsidiaries. A preliminary draft of the outside counsel's proposed response should be delivered to the General Counsel or the appropriate Contact within Go Daddy's Legal Department before delivery of the response to the auditor.

EXHIBIT A

INVOICE SUBMISSION

Invoice Submissions

To secure prompt and accurate payments to your firm, invoices in structured data format (LEDES) submitted via the web site www.counsellink.net are preferred. When necessary, we will accept invoices, in other formats, including e-mailing a .PDF or ASCII invoice or mailing a white paper invoice.

Submission of a Structured Data File to CounselLink

- Export the invoice to the LEDES (ASCII) structured data format
- Log into www.counsellink.net using your assigned login and password
- Click on the Upload Invoice link on the law firm home page
- Browse to the saved LEDES invoice, select it and click "Open"
- Complete any other necessary information on the Invoice Submission page and click "Submit File"

Creating an Invoice in CounselLink (U.S. currency only)

- Log into www.counsellink.net using the provided login and password
- Click on the Matter Search link on the law firm home page
- Search for the matter on which the invoice is to be submitted
- Select "Create Invoice" from the Action bar dropdown
- Enter information on the "Edit Invoice Screen" if applicable and click on Submit
- Enter fees and expenses from the invoice screen
- Submit invoice

Alternative Forms of Submission

Email: A .PDF file or ASCII format copy of the invoice may be submitted via email to dept165@examen.com. Submit only ONE INVOICE PER .PDF file, although multiple .PDF files may be attached to a single email.

Paper: An original copy of an invoice on white paper. If submitting paper invoices, a separate invoice must be submitted for each matter. When submitting invoices for multiple matters at one time, each invoice must begin on a new sheet of paper and must have a unique numerical identifier. Unique invoice numbers for individual matters may be created by adding a suffix to the invoice number created by your system (e.g., 12345 1, 12345-2, 12345-3, etc.)

Paper invoices should be sent to **Go Daddy c/o LexisNexis CounselLink, Attention: Department 165, 3831 North Freeway Boulevard, Suite 200, Sacramento, CA 95834**

Invoice Returns

Invoices and the charges they reflect that in all respects conform to this Policy will be promptly processed for payment. Invoices or charges that do not conform to this Policy may be returned to your firm, in whole or in part, for correction, if applicable. Invoices may also be returned for the following reasons:

- Firm has not acknowledged these Guidelines
- Invoice is not in the proper format
- Invoice contains a math error
- Invoice contains block billed charges
- No invoice number
- Duplicate invoice number
- Invoice date is in the future
- Charge date is in the future
- Invoice is an exact duplicate of previous invoice
- Fee charges do not contain a date
- Fee charge does not contain date, timekeeper, units and rate
- Time increments not in tenths of an hour
- Unknown timekeeper
- No approved rate
- Expense charge has no description
- Unknown or incorrect Law Firm Matter ID
- At Go Daddy's discretion

Block Billing on Invoices

Invoices should set forth in detail the related professional, the distinct tasks and activities performed by each professional, the time expended in tenths of an hour and fees charged for that work in separate time entries. Additionally, the task description must be sufficiently descriptive in order to identify the facility, location or office involved. Descriptions of blocks, batches of activities or tasks under one charge (i.e., "block-billing") are unacceptable. Invoices that contain any "block" billing entries may be returned.

For example, an invoice containing the following entry will be returned:

Hours **Description**

1.5 Reviewed plaintiff's interrogatory responses; prepared letter to opposing counsel regarding settlement options; continue drafting motion for summary judgment.

If submitting a LEDES file, or emailing a PDF, an acceptable method to enter the time entry would be:

Hours **Description**

1.5 Reviewed plaintiff's interrogatory responses (.3); prepared letter to opposing counsel regarding settlement options (.4); continue drafting motion for summary judgment (.8).

CounselLink Customer Support

CounselLink technical expertise is available to our outside counsel at no cost.

For technical support, please contact LexisNexis CounselLink's Customer Support Department at **800-600-2282, option 2**. If outside the United States, please contact **+1-916-679-3899**.

EXHIBIT B

DOCUMENT ATTACHMENT

Law firms are able to attach case supporting documents such as pleadings, status reports and third-party invoices electronically to either an invoice or a matter. Outside counsel may be requested to upload specific documents to a matter or invoice. Documents will be permanently attached to the invoice or matter unless removed by the individual who attached them. Only the law firm and Client will be able to view the documents. Most document formats are accepted including PDF files.

PLEASE DO NOT USE DOCUMENT ATTACHMENT TO SUBMIT LAW FIRM INVOICES.

Attaching a document to an Invoice (e.g., expense receipts)

- Log in to www.counselink.net
- From the **Home** page, click on either **Created** or **Scheduled** Invoices (dependent upon the status of your invoice)
- Click on the **CounselLink Invoice Number**
- To add or search for a document , click on the **Documents** link
- To add a document, click on the **Add Document** link
- Type in the document name as you want it to appear in CounselLink
- Browse your file directory for the document to add by clicking the **Browse** button

- Select the **Category** from the drop down
- Select “**Yes**” from the **Shared** drop down
- Select “**Public**” from the **Access Level** drop down
- Enter a free form description of the document in the **Description** box
- Enter a key word to assist in future searches in the **Key Word** box
- Click on **Save**

Attaching a document to a Matter (e.g., Initial Report, pleadings, summaries)

- Log in to www.counselink.net
- From the Home page, click on **Matter Search**
- Enter the **Matter Search** criteria
- Click on the **Matter ID** or **Matter Title**
- Select **Documents** from the **Action** drop down
- Type in the document name as you want it to appear in CounselLink
- Browse your file directory for the document to add by clicking the **Browse** button
- Select the **Category** from the drop down
- Select “**Yes**” from the **Shared** drop down
- Select “**Public**” from the **Access Level** drop down
- Enter a free form description of the document in the Description box
- Enter a key word to assist in future searches in the **Key Word** box
- Click on **Save**