

**DOMAINPEOPLE
RESELLER AGREEMENT**
(Last Updated: November 29, 2013)

This Reseller Agreement (“Agreement”) includes the attached Schedules and all other agreements, policies, and documents incorporated by reference herein. This Agreement is hereby made part of and incorporated into the DomainPeople online reseller order form (“Order Form”). The terms and conditions of this Agreement govern the respective rights and obligations of DomainPeople and you, the party identified on the Order Form, (“Reseller”). The Order Form will require designation of the type of DomainPeople reseller services that Reseller can choose from, including “API” or “Private Brand” or “Platform By Design,” each of which has its own distinct services, prices, and additional terms and conditions. This Agreement will effectively bind Reseller upon Reseller’s submission of the Order Form by clicking the “SUBMIT” button at the end of the Order Form. DomainPeople and Reseller are each also referred to herein as a “Party” and collectively the “Parties.”

TERMS & CONDITIONS

1. DEFINITIONS

- 1.1 “Affiliate” means any legal entity that owns, is owned by, or is under common ownership with a Party with ownership of the shares, interests or assets of such legal entity or Party, as applicable.
- 1.2 “API” means the technical specifications comprising the application programming interface developed by DomainPeople to facilitate the resale of DP Services.
- 1.3 “BAM” means DomainPeople’s Web-based branding and attributes manager tool used to customize branding online.
- 1.4 “Beta Release” means any of the DP Services that is specified or referred to as “beta,” or otherwise is still in testing phase and not in its final version as intended by DomainPeople, and may contain known and unknown issues and bugs.
- 1.5 “CIRA Registrant Agreement” means the most current written terms and conditions for using .ca ccTLD services provided by the Canadian Internet Registration Authority (“CIRA”). CIRA requires that all registrars and resellers (including yourself) display the CIRA Registrant Agreement to all .ca registrants as found at <http://www.domainpeople.com/cira-agreement.html>.
- 1.6 “Confidential Information” includes, but is not limited to, any and all information or data of a Party that is disclosed to the other Party, either directly or indirectly, whether in writing, orally, or by visual means, and

which is designated (either in writing or orally) as confidential, proprietary, or the like. However, such designation will not be necessary to deem information as Confidential Information if the nature of the information makes it generally considered confidential commercially, which information includes, but is not limited to, information that relates to (a) trade secrets or know-how, (b) finance or accounting, (c) technology, research, or development, (d) internal processes or procedures, (e) algorithms, digital data, or designs, (f) business, operations, or planning thereof, (g) sales or marketing strategies, (h) the terms of any agreement, and the discussions, negotiations, or proposals related thereto, including this Agreement.

- 1.7 “Domain” means a string of alphabetical and/or alphanumeric characters followed by a suffix indicating the applicable domain name extension, which is used as an Internet address to identify a computer on the Internet.
- 1.8 “DP Intellectual Property” means all rights, title, interest and benefit of DomainPeople in and to intellectual property of every nature, whether registered or unregistered, including, without limitation, all copyrights, patents, trademarks, certification marks and industrial designs, applications for any of the foregoing, trade names, brand names, business names, trade secrets, proprietary manufacturing information and know-how, instruction manuals, inventions, inventor’s notes, research data, blue prints, drawings and designs, formulae, calculations, processes, prototypes, source codes, digital files, Uniform Resource Locators, technology, the API, the Software, BAM, and marketing rights, Proprietary Materials, together with all rights under license agreements, sublicense agreements, strategic alliances, development agreements, technology transfer agreements and other agreements or instruments relating to any of the foregoing, that are owned by a Party hereto or used in connection with DP Services.
- 1.9 “DP Services” includes, but is not limited to, the following:
- (a) Registering Domains to Registrants procured by Reseller;
 - (b) Providing access to and use of Whois capabilities;
 - (c) Providing technical and administrative support services to Reseller to enable registrations, renewals, modifications, and registrar transfer services for Domains;
 - (d) Processing modifications, ownership transfers, registrar transfers, renewals, and cancellations of Domains;
 - (e) Providing use of DomainPeople’s domain name system servers for registration Domains;
 - (f) Providing to API Resellers use of the API;
 - (g) Providing to API Resellers use of the Software;
 - (h) Providing to Private Brand Resellers BAM and related services for branding DP Services as that of Reseller;
 - (i) Providing to Private Brand Resellers Retail Pricing Services;
 - (j) Providing to Private Brand Resellers HTML code that facilitates on Reseller’s Web site a Domain search box or, if applicable, a link to the Reseller-branded URL for each of the DP Services that

Reseller provides to third parties;

- (k) Use of DomainPeople's Platform By Design technology; and
 - (l) Such other services, products, and Beta Releases that DomainPeople may provide to Reseller depending on the selections Reseller makes in the Order Form.
- 1.10 "Effective Date" means the time and date of Reseller's submission of the Order Form by clicking the "SUBMIT" button at the end of the Order Form.
- 1.11 "End User" means any third party that purchases DP Services from Reseller.
- 1.12 "Fee" means any money amount payable to DomainPeople hereunder, including, but not limited to, applicable taxes for provision of DP Services.
- 1.13 "ICANN" means the Internet Corporation for Assigned Names and Numbers.
- 1.14 "Proprietary Materials" include, without limitation, all text, images, illustrations, URLs, audio and multimedia files and/or text, technology, software, Web site data, source codes, digital files, customer lists, technical information, data, plans, user identifications, account numbers, encryption keys, digital certificates, account access and log-in information, passwords, and all other similar materials or information related to DP Services that are owned, used, or licensed by a DomainPeople.
- 1.15 "Registrant" means the person (individual or corporate entity) that is recorded in the Whois as the owner of the particular Domain.
- 1.16 "Registrar" means an ICANN-accredited Domain registrar.
- 1.17 "Registration Agreement" means the written terms and conditions for using DP Services, as found at <http://www.domainpeople.com/terms.html>.
- 1.18 "Registry" means an entity accredited by ICANN to supervise specific generic top-level Domains ("gTLDs") and to operate the domain name system for such gTLDs and/or, in cases of country code top-level Domains (ccTLDs), to act as an administrator of ccTLDs for a particular country and operate the domain name system for such country's specific Domain extension(s).
- 1.19 "Retail Pricing Services" mean the DP Services related to DomainPeople's development and provision of a retail price authorization form that will, subject to technical procedures defined solely by DomainPeople, enable Reseller to establish and change the retail price for each of the DP Services that Reseller charges an End User and to run multiple pricing simultaneously.

- 1.20 “Software” means a sample of DomainPeople’s client code to assist Reseller in developing Reseller’s backend system to facilitate the resale of DP Services.
- 1.21 “Specifications and/or Policies” means any requirements, specifications, policies, procedures, or programs implemented by ICANN as authorized by ICANN’s bylaws.
- 1.22 “Sub-Reseller” means any reseller of Reseller that is authorized by DomainPeople to resell the DP Services hereunder.
- 1.23 “Term” means the period commencing from the Effective Date until the date that this Agreement is terminated in accordance with the terms hereunder.
- 1.24 “Termination Fees” mean the fees payable by Reseller to DomainPeople for terminating this Agreement earlier than as agreed hereunder, which will be equal to the prices of DP Services as set out in the attached applicable Schedule multiplied by the total remaining minimum registration volume as set out in this Agreement.
- 1.25 “URL” means Uniform Resource Locator, which is the protocol for specifying addresses on the Internet.
- 1.26 “Whois” means the directory service or database over the Internet used for searching information related to a particular Domain that is required by ICANN to be compiled upon registration of a Domain.

2. TERM

This Agreement will commence from the Effective Date and remain in effect until either Party terminates this Agreement in accordance herewith.

3. RESALE OF SERVICES

- 3.1 License to Resell. DomainPeople hereby grants to Reseller a limited, non-exclusive, non-transferable, revocable, worldwide license to market, resell, and distribute DP Services strictly in accordance with the terms hereunder.
- 3.2 Registration Volume. There will be a minimum registration volume applicable to Reseller, which will be 10 new Domains registered through DomainPeople per calendar year (“Registration Volume”).
- 3.3 Sub-Resellers. Subject to DomainPeople’s prior written consent, Reseller may make DP Services available to Sub-Resellers for further resale of DP Services to third parties. However, Reseller will be solely responsible, and DomainPeople will not be responsible whatsoever, for any and all liabilities associated with

any Sub-Reseller. Reseller will take all commercially reasonable measures to ensure that DomainPeople is fully protected from all Sub-Resellers, namely by binding Sub-Resellers to terms and conditions substantially and materially similar to the terms and conditions of this Agreement.

- 3.4 Restrictions. Reseller will not, and will not permit any of its End Users or other third party to copy, use, analyze, reverse engineer, decompile, disassemble, translate, convert, or apply any procedure or process to any of the DP Services (including, but not limited to, the Software and API) to ascertain, derive, and/or appropriate for any reason or purpose the source code or source listings for DP Services or any trade secret information or process contained in the Software or API or remove any product identification, copyright or other notices.
- 3.5 Amendment of Services. DomainPeople may, at its sole discretion, add to, modify, or remove any of the DP Services, whether in part or whole, upon 10 calendar days' notice. Certain DP Services may permit customization or modification requests from Reseller, however, DomainPeople reserves the right to deny such requests or restrict any customization or modifications for certain DP Services.
- 3.6 Publication. For the Term of this Agreement, DomainPeople may identify Reseller, individually or together with any and/or all other DomainPeople resellers, as a reseller of DomainPeople in any form that DomainPeople elects at its sole discretion.
- 3.7 License to Third Parties. Reseller understands, acknowledges, and agrees that DomainPeople may grant to third parties the rights to market, sell, and distribute DP Services and that the grant of such rights to third parties may compete with Reseller's own marketing, resale, and distribution of DP Services consents to the foregoing.
- 3.8 Right to Transfer. DomainPeople also reserves the right to transfer any Domain away from Reseller with the consent of the Registrant or administrative contact of the Domain ("Admin Contact").
- 3.9 Renewal of Domains. Unless otherwise agreed by the Parties in writing, DomainPeople may contact the Registrant directly to procure Registrant's renewal with DomainPeople.
- 3.10 Add Grace Period Deletions. If Reseller uses the API to register Domains through direct server to server XML communications ("XML"), then Reseller acknowledges that it will have the ability to delete domains through the XML within a 4-calendar-day period following the Domain registration ("Add Grace Period") for the following top-level domain extensions: .com, .net, .org, .info, .biz, .mobi, and .name. Reseller will ensure that Domains deleted during the Add Grace Period are fully refunded, less the Fees for deletions during the Add Grace Period, as further set out in the applicable Schedule 1. Reseller acknowledges and understands that DP Services related to deletions under the Add Grace Period will not be available for transactions

processed through the DP Services relating to either DomainPeople's email template system or through DomainPeople's online HTML registration tools.

- 3.11 Registration Agreement. Reseller will obligate all of its End Users, and make it a precondition of providing DP Services to End Users, to agree to the Registration Agreement. Reseller will ensure that End Users are obligated to agree to the complete, current, and accurate version of the Registration Agreement. Reseller is permitted to obligate End Users to agree to additional terms and conditions, provided that such additional terms and conditions do not conflict with the Registration Agreement, this Agreement, or any policy implemented by ICANN, any Registry, or DomainPeople. The Registration Agreement may be amended by DomainPeople from time to time and at DomainPeople's sole discretion. Continued use of DP Services after any modification to the Registration Agreement will be deemed to be Reseller's agreement thereof.
- 3.12 ICANN Requirements. Reseller warrants that it understands and agrees to abide by the following provisions required by ICANN of all Domain resellers:
- 3.12.1 Reseller is prohibited from displaying the ICANN or ICANN-Accredited Registrar logo, or from otherwise representing itself as accredited by ICANN unless it has written permission from ICANN to do so.
- 3.12.2 Any registration agreement used by Reseller will include:
- (a) All registration agreement provisions and notices required by the ICANN Registrar Accreditation Agreement,
 - (b) All registration agreement provisions and notices required by any ICANN Consensus Policies, and
 - (c) An identification of DomainPeople as its sponsoring registrar, or otherwise provide a means for an End User to identify the sponsoring registrar, such as a link to the InterNIC Whois lookup service.
- 3.12.3 Reseller will identify DomainPeople as the sponsoring Registrar upon inquiry from an End User.
- 3.12.4 Reseller will comply with any ICANN-adopted Specification or Policy that establishes a program for accreditation of individuals or entities who provide proxy and privacy registration services (a "Proxy Accreditation Program"). Among other features, the Proxy Accreditation Program may require that proxy and privacy registration services may only be provided in respect of domain name registrations by individuals or entities accredited by ICANN pursuant to such Proxy Accreditation Program. Reseller is prohibited from knowingly accepting registrations from any provider of proxy and privacy registration services that is not accredited by ICANN pursuant to the Proxy Accreditation Program.

- 3.12.5 Reseller will ensure that renewal fees (and post-expiration renewal fees (if different)) are published on Reseller's website and available at all times to Registrants and/or prospective registered name at the time of registration of a gTLD name. Reseller must also display on Reseller's website the \$125USD domain restoration fee that is processed and charged by DomainPeople directly in cases where a gTLD domain has been deleted but may still be restored at the Registry.
- 3.12.6 Reseller has the ability to renew a domain at any time prior to expiry, and during a post expiry grace period. DomainPeople will send on behalf of Reseller two domain expiry notification emails to the registrant of Domains registered through Reseller's account, one at thirty (30) days and one at seven (7) days prior to the expiry date. DomainPeople will send one last domain expiry notification email to the registrant at five (5) days after the expiry date. Reseller agrees that DomainPeople may deliver these notifications with a "From:" email address value and a renewal URL value as provided to DomainPeople by Reseller. The Reseller agrees that if either the "From:" email address or the renewal URL is not provided to DomainPeople, DomainPeople will use a DomainPeople.com "From:" email address value and the DomainPeople.com retail renewal URL in the notification sent to the Registrant. Reseller understands and agrees that Reseller will not receive any portion of revenue associated with any transaction processed for a Registrant through DomainPeople's retail service.
- 3.12.7 Reseller must provide a link on Reseller's own website, clearly displayed to End Users, to ICANN's Registrant Rights and Responsibilities webpage at <http://www.icann.org/en/resources/registrars/registrar-rights/educational>.
- 3.12.8 Reseller must provide a link on Reseller's own website, clearly displayed to End Users, to ICANN's Registrant Benefits and Responsibilities webpage at <http://www.icann.org/en/resources/registrars/registrar-rights/benefits>.
- 3.13 CIRA Registrant Agreement. If Reseller offers .ca domain extensions, Reseller will obligate all of its End Users, and make it a precondition of providing DP Services under the .ca ccTLD to End Users, to agree to CIRA Registration Agreement for all new .ca domain name registrations and .ca Registrant name changes. Reseller will ensure that its End Users are obligated to agree to the complete, current, and accurate version of the Registration Agreement which will be located at <http://www.domainpeople.com/cira-agreement.html> (or such other URL as DomainPeople may designate from time to time in its sole discretion). The most current version of the CIRA Registrant Agreement can also be requested from DP using the API as specified in the API documentation available to API resellers. API resellers must incorporate into their order process the updated API specifications to acquire and present the CIRA Registrant Agreement in the same format as presented on <http://www.domainpeople.com/cira-agreement.html>, and return the required API parameters to continue with the registration or registrant name change.

4. PAYMENT & BILLING

- 4.1 Payment Obligation. Reseller will timely pay to DomainPeople the Fees based on the attached applicable Schedule and via the method(s) specified therein. Without limiting any other term of this Agreement, non-payment of money amounts hereunder (including, but not limited to, Fees) will constitute material breach of this Agreement.
- 4.2 Prices. The prices charged to Reseller for DP Services ("Prices") will be as set out in the attached applicable Schedule and will be subject to modifications, at DomainPeople's sole discretion. If DomainPeople makes any change to the Prices, then DomainPeople will, at least 10 days prior to such change, send Reseller a notice by electronic mail that the Prices have been changed ("Pricing Notice"). Reseller understands, acknowledges, and agrees that the Prices may also change on a monthly basis because of the fluctuations in currency exchange rates.
- 4.3 Taxes. Reseller will pay all sales, value-added, and other applicable taxes (including, Canadian goods and services taxes), unless Reseller provides DomainPeople with satisfactory proof of exemption.
- 4.4 Credit Card Chargebacks. In the event of a chargeback by a credit card company (or similar action by another payment provider approved by DomainPeople) ("Chargeback"), in connection with Reseller's payment of any amounts under this Agreement, Reseller understands, acknowledges, and agrees that DomainPeople may, at its sole reasonable discretion, place a lock on any or all of the DP Services and/or Domains procured by Reseller and registered through DomainPeople. Reseller will protect, defend, hold harmless, and indemnify DomainPeople (including, but not limited to, DomainPeople's Affiliates, directors, officers, managers, employees, agents, and contractors) from and against any and all liabilities, losses, costs, judgments, damages, claims, or actions (including, but not limited to, any and all reasonable legal fees and expenses) arising out of, related to, or resulting from any chargeback as described herein.
- 4.5 End User Billing. Reseller will provide or ensure provision of billing support to each of the End Users procured by Reseller, including, but not limited to, the Registrants procured by Sub-Resellers. DomainPeople's only obligation is to provide billing support to Reseller through telephone and electronic mail. In the case of Private Brand Resellers, DomainPeople will provide payment processing services. If DomainPeople receives communications from End Users or from third parties regarding a Domain registered through Reseller, DomainPeople may forward such communications to Reseller without taking any action other action. However, DomainPeople reserves the right to respond to such communications directly and to take any action DomainPeople deems necessary. If DomainPeople determines that Reseller is providing inadequate support to End Users or Sub-Resellers (including, but not limited to, situations resulting in excessive numbers of support calls directly from End Users or Sub-Resellers to DomainPeople), then DomainPeople may, at its sole discretion, terminate this Agreement for cause.

4.6 Records. DomainPeople may maintain records of all DP Services provided hereunder. If there is any inconsistency or conflict between DomainPeople's records and that of Reseller or any other party (including, but not limited to, End Users or Sub-Resellers), then DomainPeople's records will be deemed the accurate and effective records.

4.7 Currency. Unless otherwise expressly stated herein, all money amounts referred to in this Agreement are in lawful money of the United States of America.

5. **OTHER OBLIGATIONS OF RESELLER**

5.1 Good Faith. Reseller will use good faith and commercially reasonable business practices to market, resell, and distribute DP Services.

5.2 Exclusive Purpose. Reseller will use DP Services only for the marketing, resale, and distribution of DP Services in accordance with this Agreement and for no other purpose. Except with DomainPeople's prior written consent, Private Brand Resellers may not at any time, in whole or in part, bundle or combine other products and/or services with any of the DP Services where payment for such DP Services are processed through the DomainPeople Private Brand Reseller payment process. Non-compliance with this section will constitute a material breach of this Agreement.

5.3 Contact Information. Reseller will provide DomainPeople with complete and accurate contact information of Reseller, as required by DomainPeople, and Reseller will ensure that such information is updated and kept current at all times.

5.4 Whois Information. Reseller will ensure that the Whois and other information of End Users are at all times complete and accurate, and that such information is updated and kept current. All API Resellers are responsible for submitting the contact information (including but not limited to address, telephone, and email address(es)) for each Registrant, Admin Contact, and technical contact to DomainPeople in the format prescribed by the RFCs published by the Internet Engineering Task Force (IETF), the principal technical development and standards-setting body for the Internet. For example, it shall be an API Reseller's sole responsibility to verify that email addresses are in the format per RFC 5322 (or any other standard format), that telephone numbers are in the format and notation for international telephone numbers per ITU-T E.164 (or any other standard format), and that postal addresses are in the format applicable for the country or territory per UPU Postal addressing format templates and/or the S42 address templates (or any other standard format). The IETF may update, modify, or publish new standard formats for the aforementioned data at any time at its sole discretion. ICANN may also prescribe its own standard format for the aforementioned data at any time at its sole discretion.

- 5.5 Administrative Contact Change. If Reseller intends on changing the Registrant name, Admin Contact, or domain name server information (“DNS Information”) for any Domain procured by Reseller and registered by DomainPeople, then Reseller must obtain a written consent signed by the Registrant or Admin Contact prior to making any such change. Reseller will be solely liable at all times, and DomainPeople will not be liable whatsoever, for any change to the Registrant name, Admin Contact, or DNS Information made by or through Reseller. If there is any conflict as to the authenticity of any such change, then DomainPeople will have the right to make a determination, at its sole discretion, as to the correct Registrant, Admin Contact, or DNS Information, and Reseller agrees to cooperate with and be bound by such determination. If DomainPeople determines that the change was not authorized, then DomainPeople will have the right to change the Registrant name, Admin Contact, or DNS Information back to the previous one. Without limiting any other term of this Agreement, breach of this section will constitute a material breach of this Agreement.
- 5.6 Conflicting Agreements. If there is any conflict between this Agreement and any other agreement Reseller may be party to, then Reseller will adhere to all the provisions of this Agreement despite such adherence constituting breach of such other agreement.
- 5.7 Illegal Activity & Abuse. Reseller will not use DP Services in a manner that is, or potentially is, illegal, a legal risk to DomainPeople, generally objectionable in the Internet community, or degrading to the quality, goodwill, reputation, or provision of DP Services. Without limiting any other term of this Agreement, breach of this section will constitute a material breach of this Agreement.
- 5.8 Customer Service & Technical Support. DomainPeople will provide customer service and technical support services to the End Users procured by Private Brand Resellers. An API Reseller must provide or ensure provision of customer service and technical support to each of the End Users procured by the API Reseller, including, but not limited to, the Registrants procured by Sub-Resellers. DomainPeople’s only obligation is to provide support to the API Reseller through telephone and electronic mail. If DomainPeople receives communications from End Users or from third parties regarding a Domain registered through an API Reseller, DomainPeople may forward such communications to the API Reseller without taking any action other action. However, DomainPeople reserves the right to respond to such communications directly and to take any action DomainPeople deems necessary. If DomainPeople determines that an API Reseller is providing inadequate support to End Users or Sub-Resellers (including, but not limited to, situations resulting in excessive numbers of support calls directly from End Users or Sub-Resellers to DomainPeople), then DomainPeople may, at its sole discretion, terminate this Agreement for cause.

6. **END USERS**

- 6.1 End Users. An End User will remain at all times the customer of Reseller unless the End User subscribes for or otherwise approaches DomainPeople, or any one of DomainPeople’s other resellers, for DP Services

without any solicitation from DomainPeople. Upon such subscription for DP Services, the End User will become a customer of DomainPeople or one of DomainPeople's other resellers, as applicable.

6.2 Registrant Email Verification. Notwithstanding the foregoing, Reseller understands and agrees that DomainPeople, as the Registrar, must contact End Users pursuant to ICANN's mandatory Whois Accuracy Program Specification to conduct the Registrant email verification process, and that this process will be managed and maintained wholly by DomainPeople.

6.3 End User Data. Reseller understands and agrees that any and all information and data about End Users provided for the purpose of using DP Services is in the public domain, and that Reseller, DomainPeople, Registries, or any other third party may not claim ownership of such data.

7. TERMINATION

7.1 Either Party. Either Party may terminate this Agreement under the following circumstances:

- (a) By written instrument executed by both the Parties;
- (b) By execution of any right of termination under this Agreement or the Registration Agreement;
- (c) If a Party breaches this Agreement and such breach is not cured within 30 calendar days of the breaching Party receiving from the non-breaching Party written notice to cure such breach;
- (d) If a Party materially breaches this Agreement and such material breach is not cured within 15 calendar days of the breaching Party receiving from the non-breaching Party written notice to cure such material breach; or
- (e) Upon written notice to the other Party of non-renewal not less than 30 calendar days prior to the expiration of the Term.

7.2 DomainPeople. DomainPeople may immediately terminate this Agreement under any of the following circumstances:

- (a) If Reseller:
 - (i) makes a general assignment for the benefit of Reseller's creditors;
 - (ii) appoints or has appointed a receiver, trustee in bankruptcy or similar officer to take charge of all or part of Reseller's assets;
 - (iii) files or has a petition filed against Reseller in any bankruptcy;
 - (iv) is adjudicated insolvent or bankrupt; or
 - (v) fails to meet the Registration Volume.
- (b) If Reseller uses any of the DP Services for, or otherwise engages in, any activity that is:

- (i) actually or potentially illegal;
- (ii) a legal risk to DomainPeople;
- (iii) generally and materially considered objectionable in the Internet community; or
- (iv) otherwise deemed by DomainPeople (at its sole commercially reasonable discretion) to be material abuse of DP Services.

7.3 Effect. Upon expiration or termination of this Agreement:

- 7.3.1 Reseller will immediately cease, and will cause all Sub-Resellers, Reseller's Affiliates, employees, contractors, and agents to cease, all activities related in any way to this Agreement, including, but not limited to, marketing, selling or distributing DP Services and displaying, advertising, and using DomainPeople's Intellectual Property;
- 7.3.2 All Registrants that have Domains registered with DomainPeople as the Registrar at the time of expiration or termination will become, or otherwise be deemed, the exclusive Registrants (or otherwise customers) of DomainPeople, and Reseller will not make any claim or assert any right thereto; and
- 7.3.3 The terms of this Agreement that by their nature continue beyond the expiration or termination of this Agreement will continue to be effective (including, but not limited to, the terms relating to payment of Fees, termination, ownership of End Users, Intellectual Property, limitation of liability, indemnity, Confidential Information, and governing law).

8. INTELLECTUAL PROPERTY LICENSE

DomainPeople grants to Reseller the non-exclusive, royalty-free, worldwide, revocable license to use DP Intellectual Property solely in conjunction with DP Services and this Agreement, all strictly in accordance with the provisions of this Agreement. Reseller will not, at any time during or after the expiration or termination of this Agreement, assert or claim any interest in, or do anything that may adversely affect the validity of, the DP Intellectual Property (including, but not limited to, registering or attempting to register any of DomainPeople's trademarks or marks confusingly similar thereto). Each Party will at all times retain sole and exclusive right, title and ownership in and to all of its own intellectual property and other Proprietary Materials.

9. REPRESENTATION & WARRANTY

The Parties represent and warrant to each other that (a) each Party has the full power and authority to execute, deliver, and perform under this Agreement; (b) this Agreement is valid, binding, and enforceable against each Party in accordance with the terms herein and no provision requiring each Party's performance is in conflict with such

Party's obligations under any other agreement; (c) each Party is duly organized, authorized and in good standing under the laws of the jurisdiction of its organization and is duly authorized to do business in all other jurisdictions in which such Party's business makes such authorization necessary or required; and (d) each Party has the full and exclusive right to grant or otherwise permit the other Party to access and use its products, services, Intellectual Property, and Confidential Information.

10. LIMITATION OF LIABILITY

Except for the Parties' indemnification obligations set out herein, neither Party will be liable to the other Party or to any third party for any consequential, indirect, special, incidental, reliance, exemplary, or punitive damages arising out of or relating to this Agreement or DP Services, whether foreseeable or not, and whether based on breach of any express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort, or other cause of action (including, but not limited to, damages for loss of data, goodwill, reputation, business, money, or opportunity), even if such Party has been advised of the possibility of such damages. Under no circumstances will DomainPeople's aggregate liability to Reseller or any third party arising out of or related to this Agreement or DP Services exceed the aggregate amount of Fees paid hereunder regardless of the cause of action.

11. DISCLAIMER & FORCE MAJEURE

DomainPeople makes no warranty of any kind, either express or implied, regarding the quality, accuracy, reliability, or validity of the applications, software, data, or information related to DomainPeople's network, systems, or other DP Services. DomainPeople provides all DP Services "as is" and specifically disclaims all warranties of merchantability and fitness for a particular purpose. Reseller understands, acknowledges, and agrees that it will use DP Services, and all aspects thereto, at Reseller's sole risk. DomainPeople will not be liable for delays in its performance of this Agreement caused by circumstances beyond its reasonable control ("Force Majeure"), including, but not limited to, acts of God, wars, riots, national disasters, earthquakes, strikes, fires, floods, shortages of labor or materials, labor disputes, transportation problems, accidents or governmental restrictions. DomainPeople will make all reasonable efforts to reduce to a minimum and mitigate the effect of any Force Majeure.

12. INDEMNIFICATION

12.1 By Reseller. Reseller will indemnify, defend, and hold harmless DomainPeople (including, without limitation, DomainPeople's Affiliates, directors, officers, managers, employees, contractors, and agents) from and against any claim, action, loss, liability, damage, penalty, cost or expense (including reasonable legal fees for attorneys, witnesses, and defense) that DomainPeople may suffer or incur as a result of:

- (i) Any failure by Reseller to comply with the terms of this Agreement;
- (ii) Any representation or warranty made by Reseller, its employee, contractor, agent or Sub-Reseller being false or misleading;

- (iii) Any gross negligence or willful misconduct of Reseller, its employee, contractor, agent or Sub-Reseller;
- (iv) Any Chargeback related to any of the DP Services;
- (v) Any alleged or actual violations by Reseller of any law, regulation or rule; or
- (vi) Any other act or omission of Reseller, its employee, contractor, agent or Sub-Reseller.

12.2 By DomainPeople. In the event that any of the DP Services or DP Intellectual Property infringes upon a third party's rights, DomainPeople will at its own cost modify the infringing DP Services or DP Intellectual Property, as the case may be, or replace any of them so as to make it non-infringing. DomainPeople will further indemnify, defend, and hold harmless Reseller (including, without limitation, Reseller's Affiliates, directors, officers, managers, employees, contractors, and agents) from and against any claim, action, loss, liability, damage, penalty, cost or expense (including reasonable legal fees for attorneys, witnesses, and defense) that Reseller may suffer or incur as a result of such infringement by DomainPeople. Notwithstanding anything to the contrary, DomainPeople's obligation to indemnify Reseller hereunder will not apply to the extent that any infringement or alleged infringement was directly caused by any combination of DP Services or DP Intellectual Property with any other intellectual property, technology, product or services, unless (a) Reseller would be reasonably expected to use them in combination with such items, or (b) the items are provided by DomainPeople, instructed by DomainPeople to combine with them, or reasonably required to use DP Services or DP Intellectual Property in their intended manner and the infringement could not have been avoided by substituting another reasonably available intellectual property, product, service, or material capable of performing the same function. This section and the section entitled "Limitation of Liability" state DomainPeople's entire liability, and Reseller's only remedies, with respect to any third party infringement and trade secret misappropriation claims.

13. **CONFIDENTIALITY**

Each Party (the "Recipient") will protect the confidentiality of any Confidential Information disclosed by the other Party (the "Discloser") and will not use such Confidential Information except in strict accordance with this Agreement. Confidential Information as defined herein does not include information that:

- (a) is generally available to the public through no fault of the Recipient and without breach of this Agreement;
- (b) was already in the possession of the Recipient prior to disclosure by the Discloser and without any confidentiality obligation attached thereto, as evidenced by the Recipient's records existing prior to the time of disclosure;
- (c) was disclosed to the Recipient by a third party without a breach of such third party's confidentiality obligations thereto;
- (d) was independently developed by the Recipient without a breach of this Agreement or reliance on any Confidential Information;

- (e) is disclosed by the Recipient after obtaining the Discloser's prior written approval; or
- (f) is required to be disclosed by law, provided that the Recipient promptly notifies the Discloser of the legal obligation and provides the Discloser with a reasonable opportunity to seek a protective court order, or the equivalent.

14. NOTICES

- 14.1 Method. Any notice or other communication between the Parties required or permitted under this Agreement will be in writing and will be delivered by hand, sent by first class mail (postage prepaid), sent by commercial courier, or transmitted by electronic mail or facsimile to a Party at the registered office, in the case of DomainPeople, and the contact information provided in the Order Form, in the case of Reseller, or to such other contact information as the applicable Party may notify to the other Party.
- 14.2 Effectiveness. Any notice or other communication sent will: (a) if delivered by hand, be deemed to have been received on the date of delivery; (b) if sent by first class mail, be deemed to have been received on the third business day following the date of mailing; and (c) if sent by electronic mail or facsimile, be deemed to have been received on the date the sender transmitted the notice or other communication.

15. COMPLETE AGREEMENT

This Agreement constitutes the complete agreement between the Parties relating to the subject matter hereof and supersedes all prior and other understandings, representations, warranties, and agreements relating hereto, whether verbal, written, or otherwise.

16. NO THIRD PARTY BENEFICIARIES

This Agreement is for the sole benefit of the Parties, and does not create any rights on the part of any third party (including, but not limited to, any Sub-Reseller or End User), and Reseller will not commit any act or omission that would give rise to any such third party rights.

17. AMENDMENTS & WAIVER

DomainPeople may, at its sole discretion, make modifications to this Agreement, from time to time and as reasonably necessary. Such modifications will take effect 10 calendar days from the date DomainPeople posts a notice of such modifications on DomainPeople's Web site at www.domainpeople.com or from the time DomainPeople transmits a notice of such modifications via electronic mail to Reseller. Reseller acknowledges and agrees that Reseller's sole remedy is to terminate this Agreement, without Termination Fees, in accordance herewith if Reseller does not agree to any of the modifications DomainPeople may make to this Agreement. Reseller may amend this Agreement only by a written instrument executed by both the Parties. No waiver by a Party of a breach of any provision hereof will

take effect or be binding upon that Party unless expressly waived in writing, and such waiver will extend and apply only to the particular breach so waived and will not limit or affect the rights of the waiving Party in respect of any future breach or in respect of any breach of any other provision hereof.

18. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement will be construed as creating a relationship of employer and employee, principal and agent, partnership or joint venture between the Parties. Each Party will be deemed an independent contractor at all times and will have no right or authority to assume or create any obligation on behalf of the other Party except as may be expressly provided herein.

19. ASSIGNMENT

Reseller will not assign or otherwise transfer its respective rights or obligations under this Agreement without the prior written consent of DomainPeople, which will not be unreasonably withheld. Any assignment or transfer in violation of this section will be null. DomainPeople may assign this Agreement at its sole discretion to any of its Affiliates or as part of a merger or acquisition of all or substantially all of DomainPeople's shares or assets. This Agreement will be binding and have effect upon the Parties and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to confer upon any person, other than the Parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under this Agreement.

20. GOVERNING LAW & SEVERABILITY

This Agreement will be governed and construed in accordance with the laws of the Province of British Columbia, Canada without giving effect to any rule of conflicts of law. This Agreement will not be governed by or construed in accordance with the United Nations Convention on Contracts for the International Sale of Goods. If any portion of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability will not affect the validity of the remainder of this Agreement.

21. CONSTRUCTION & INTERPRETATION

21.1 References. All references in this Agreement to particular sections, titles, and Schedules will be references to the sections, titles, and Schedules of this Agreement only unless specific reference is made otherwise. The words "herein", "hereof", "hereto", and "hereunder" and words of similar meaning will refer to this Agreement in its entirety and not to any particular provision of this Agreement. Wherever in this Agreement that the masculine, feminine or neutral gender is used, it will be construed as including all genders, and wherever the singular is used, it will be deemed to include the plural and vice versa, where the context so requires.

- 21.2 Without Limitation. When used for listing purposes, the term “including” or “includes” will be deemed to mean “including, but not limited to” or “includes, but is not limited to,” as applicable. Wherever in this Agreement that the masculine, feminine or neutral gender is used, it will be construed as including all genders, and wherever the singular is used, it will be deemed to include the plural and vice versa, where the context so requires.
- 21.3 Translations. This Agreement has been executed in the English language. If there is any discrepancy or conflict between the English version and a version in any other language, then the English version will control in all respects.
- 21.4 Contra Proferentum. Any rule of construction to the effect that any ambiguity is to be resolved against the drafting party will not be applicable in the interpretation of this Agreement

22. EXECUTION

The individual executing this Agreement, by clicking the “SUBMIT” button, on behalf of Reseller represents and warrants that s/he is authorized to execute this Agreement on behalf of Reseller and, to the best knowledge of such individual, all representations made in this Agreement by Reseller are true and correct.

SCHEDULE 1 – API RESELLERS

Unless otherwise expressly stated herein, all money amounts referred to in this Agreement are in lawful money of the United States of America ("USD"). Prices listed in non-USD currency will be converted to USD based on DomainPeople's monthly currency exchange rate applicable at the time.

1. SETUP FEE

API Resellers will pay to DomainPeople a non-refundable setup fee of \$95.00 ("Setup Fee").

2. API PRICES

The API Reseller default rates ("API Rates") can be viewed at the following link:

<http://www.domainpeople.com/reseller/rates.html>.

3. PAYMENT

DomainPeople will not be obligated to accept or process any Domain submitted for registration or to provide any other DP Services before Reseller has delivered to DomainPeople payment in full of all Fees hereunder.

4. METHOD OF PAYMENT

Valid method of payment of Fees under this Agreement is as follows:

Credit Card:

Reseller is expressly prohibited from using any invalid method of payment, including, without limitation, using a credit card belonging to an individual or entity that is not an Authorized Credit Card Holder under this Agreement. For the purposes of this Agreement, "Authorized Credit Card Holder" means the individual or entity whose name is entered on the Order Form and who has provided proper authorization for DomainPeople to make charges to such credit card for DP Services.

Wire Transfer to:

DomainPeople, Inc.
USD funds – Account # 402–373–5
Transit # 0 0 0 1 0
Royal Bank of Canada
1025 West Georgia Street, 2nd Floor
Vancouver, British Columbia
Canada V6E-3N9

Certified Check Couriered to:

DomainPeople, Inc.
Bentall Tower 5
550 Burrard Street, Suite 200
Vancouver, British Columbia
Canada V6C-2B5
Tel: 604-639-1680

Online Deposits:

Online deposits up to a maximum of \$1,000 per 72-hour period may be made through the DomainPeople online account manager located at www.domainpeople.com. Online deposits may be made only to active pre-paid reseller accounts.

5. TAXES

Reseller will pay all sales, use, VAT and other applicable taxes (including, but not limited to, Canadian goods and services taxes), unless Reseller provides DomainPeople with satisfactory proof of exemption.

SCHEDULE 2 – PRIVATE BRAND RESELLERS

Unless otherwise expressly stated herein, all money amounts referred to in this Agreement are in lawful money of the United States of America (“USD”). Prices listed in non-USD currency will be converted to USD based on DomainPeople's monthly currency exchange rate applicable at the time.

1. SETUP FEE

Setup fees are waived for Private Brand Resellers.

2. PRIVATE BRAND PRICES

The Private Brand Reseller default rates (“Private Brand Rates”) can be viewed at the following link:

<http://www.domainpeople.com/reseller/rates.html>.

3. PAYMENT

DomainPeople will not be obligated to accept or process any Domain submitted for registration or to provide any other DP Services before Reseller has delivered to DomainPeople payment in full of all Fees hereunder. DomainPeople will directly charge Registrants the retail price as set by Reseller. Canadian GST will also be charged and collected for Registrants who provide Canadian addresses when registering Domains or ordering other DP Services, as stipulated by Reseller in the Order Form. However, Reseller agrees that the retail price per Domain will not be less than the Private Brand Rates. GST collected by DomainPeople will be submitted to the Canadian government on behalf of Reseller. DomainPeople will pay to Reseller a money amount equal to the difference between the retail price charged to Registrant and the Private Brand Rates (“Reseller Payment”). Reseller Payment will not be payable to Reseller until Reseller accumulates at least \$100 of Reseller Payment. DomainPeople will tender such Reseller Payment on a monthly basis 30 days after the Order Forms are submitted by Registrants. Reseller Payments owed in an amount of less than \$100 will carry over until at least \$100 is accumulated.

4. METHOD OF PAYMENT

Wire Transfer to:

DomainPeople, Inc.

USD funds – Account # 402–373–5

Transit # 0 0 0 1 0

Royal Bank of Canada

1025 West Georgia Street, 2nd Floor

Vancouver, British Columbia

Canada V6E-3N9

5. TAXES

Reseller will pay all sales, use, VAT and other applicable taxes (including, but not limited to, Canadian goods and services taxes), unless Reseller provides DomainPeople with satisfactory proof of exemption.

SCHEDULE 3 – BETA RELEASE RESELLERS

“**Beta Release**” refers to any of the DP Services that is specified or referred to as “beta,” or otherwise is still in testing phase and not in its final version as intended by DomainPeople.

1. LIMITED OFFERING

Only a limited number and set of Beta Releases will be offered according to DomainPeople’s sole determination at the time of the offering. Reseller understands, acknowledges, and agrees that the Beta Releases may have limited functionalities and capabilities as they are still in the testing and trial phase. DomainPeople reserves the right to add, modify, or cancel any of the DP Services or features or portions thereof at any time in accordance with this Agreement.

2. BETA RELEASE PRICING & FEATURES

Prices and features for Beta Releases are set out in the Order Form. The initially offered pricing for Beta Releases will be for a limited time only and applicable only to new reseller accounts for the specific Beta Release at the time. DomainPeople reserves the right to increase or otherwise modify the pricing for Beta Releases at its sole discretion, including after DomainPeople’s trial period for Beta Releases.

3. DISCLAIMER – “AS IS” OFFERING

Beta Releases may contain known and unknown issues and bugs. DomainPeople provides all DP Services, including the Beta Releases, only on an “as is” basis and specifically disclaims all warranties of merchantability and fitness for a particular purpose. Reseller understands, acknowledges, and agrees that it will use DP Services, and all features and portions thereto, at Reseller’s sole risk.