

## **VERISIGN CHANNEL PARTNER PROGRAM AGREEMENT**

This agreement (the "Agreement") is made and entered into as of the date VeriSign, Inc. ("VeriSign") accepts your application ("Application") to participate in the VeriSign Channel Partner Program (the "Program") and notifies you of such acceptance (the "Effective Date"). In this Agreement, all references to "you", "your" or "Company" mean the entity participating in the Program.

### **BACKGROUND**

A. VeriSign, in its capacity as a global Web Identity and Internet Trust Services company provides a wide variety of services and products to businesses and individuals that desire to establish or enhance their Internet identity and security.

B. VeriSign operates the Program, which allows authorized participants to promote and market certain VeriSign products and services.

C. Company desires to participate in the Program and VeriSign desires Company to participate in the Program, pursuant to the terms and conditions set forth in this Agreement, and more specifically in each Products and Services Order(s) as defined below.

### **1. DEFINITIONS**

(a) "Company Site(s)" means the Web Site(s) owned or controlled by Company, which Company will make available to its customers, through which Company shall fulfill its obligations under this Agreement and all Products and Services Order(s).

(b) "Intellectual Property Rights" means any and all now known or hereafter existing rights associated with intangible property, including but not limited to registered and unregistered, United States and foreign copyrights, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, know-how, and all other intellectual property and proprietary rights (of every kind and nature throughout the universe and however designated) relating to intangible property.

(c) "Products and Services Order(s)" means any valid products and services order issued pursuant to this Agreement, the terms of which shall set forth any additional rights and obligations of the parties hereto. No products and services order shall be valid unless it is fully executed by both VeriSign and the Company.

(d) "VeriSign Marks" means those United States and/or foreign registered or un-registered trademarks, service marks, and logos that are provided to Company for the limited purpose of promoting the VeriSign Products and Services.

(e) "VeriSign Products and Services" means the VeriSign products and services to be distributed by Company under this Agreement as set forth in the Products and Services Orders issued hereunder.

(f) "VeriSign Web Site" means the proprietary Internet sites owned or operated by VeriSign, its subsidiaries or affiliated companies, including but not limited to the following websites presently located at the URLs [www.verisign.com](http://www.verisign.com) and [www.nsi.com](http://www.nsi.com), by which VeriSign offers its products and services.

(g) “Web Site” means a so-called HTML “home page” on the World Wide Web and other linked pages and all portions thereof, capable of running in a satisfactory manner on a computer system, including without limitation, all HTML or other formatted text files, all related graphics files, data files, modules, routines and objects, and the computer software and all other script or program files required to exploit such materials and that collectively control the display of and user interaction with the Web Site.

## **2. COMPANY’S RIGHTS AND OBLIGATIONS.**

(a) Payment and Use of Products and Services. Company agrees to use VeriSign’s Products and Services as set forth in the Products and Services Order(s) issued hereunder. Company shall comply with all terms and conditions of each Products and Services Order, including without limitation all terms of payment, billing, invoicing, fulfillment, and customer support, in the manner set forth therein.

(b) Compliance with Laws and Regulations. Company agrees that it shall comply with all applicable federal, state and local laws, regulations, ordinances and codes in connection with its performance under this Agreement.

(c) Promotion of VeriSign Products and Services. Subject to the grant of license in Section 3, Company shall promote VeriSign Products and Services by prominently displaying on each Company Site the VeriSign Marks. Company shall comply with any Style Guide VeriSign may hereafter provide and modify from time to time, which Guide may include branding limitations and guidelines concerning the placement, use and prominence of VeriSign Marks. In the event that VeriSign changes, replaces or otherwise modifies any specific VeriSign Mark provided to Company, Company shall replace such mark with the new mark provided within ten (10) days of receipt of same.

(d) Publicity. Except for its use of the VeriSign Marks as provided herein, Company shall not refer to VeriSign or any offer, product or service of VeriSign on any Company Site, whether through use of “teaser” copy or in any other manner, without obtaining VeriSign’s prior written consent to the content of any such reference. Company will not make any representations or warranties about the VeriSign Web Site or the VeriSign Products and Services that VeriSign has not first approved in writing.

(e) Company Site. Company will regularly maintain each Company Site so that its contents are current, accessible and in good taste. Company is solely responsible for the development, operation and maintenance of each Company Site and all contents of each Company Site. Without limiting the foregoing, Company is responsible for (i) the technical operation of each Company Site and related equipment; and (ii) ensuring that the contents of each Company Site are not libelous or illegal and do not infringe any Intellectual Property Rights or other rights of any person or entity.

(f) Disparagement. During the term of this Agreement, Company will not disparage VeriSign, the VeriSign Marks, the VeriSign Web Site or any of the VeriSign Products and Services, or display any such items in a derogatory or negative manner on any Company Site.

(g) Press Releases. Upon the effective date hereof, VeriSign may issue a press release announcing the relationship described in this Agreement. Any other press release(s) regarding this Agreement shall be mutually agreed upon by the parties prior to release.

(h) Interest Payable; Collection Agency Fees. Any amounts owed hereunder and not paid by Company when due shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate allowed by law, whichever is less, from the due date. You agree to pay any and all fees (including collection agency fees, attorney's fees and courts costs) incurred by VeriSign in collecting amounts owed under this Agreement.

(i) Future Services. In the future, VeriSign may offer to Company additional products and/or services, or modify the terms of such products and/or services, pursuant to subsequent Products and Services Orders executed pursuant to this Agreement. Furthermore, any modification to the scope of the products and/or services offered pursuant to any given Products and Services Order issued hereunder, at any time throughout the term of this Agreement, shall only be effective upon execution of an amendment to such Products and Services Order. Where multiple amendments to any given Products and Services Order have been executed, the last dated and executed amendment shall govern the rights and responsibilities of the parties under such Products and Services Order, and any previously executed amendments to such Products and Services Order shall be superceded thereby.

**3. GRANT OF LICENSE.** VeriSign hereby grants Company and Company accepts a limited, non-exclusive, non-transferable, non-sublicensable, revocable, royalty free license in and to the VeriSign Marks to reproduce, publicly display, transmit and broadcast the VeriSign Marks for the sole purpose of promoting the VeriSign Products and Services on the Company Site as described herein or in any Products and Services Order (and, where specified in a Products and Services Order, by creating a hyperlink between Company Site and the VeriSign Web Site), subject to any Style Guide VeriSign may hereafter provide. This grant of license extends only to those VeriSign Marks provided by VeriSign to Company in the exact form in which VeriSign has provided same.

#### **4. PROPRIETARY RIGHTS.**

(a) VeriSign. VeriSign owns all rights in and to the VeriSign Marks and all Intellectual Property Rights therein and thereto. All uses of the same shall inure to the sole benefit of and be on behalf of VeriSign. Company acknowledges that the VeriSign Marks and Intellectual Property, and the goodwill associated therewith, are valuable properties belonging to VeriSign and that all rights thereto are and shall remain the sole and exclusive property of VeriSign. Company shall not now or in the future contest the validity of the VeriSign Marks. Company agrees that all customers that purchase VeriSign Products and Services are VeriSign customers and that VeriSign shall be the owner of all information or data collected by VeriSign in providing any product or service to them. Nothing herein shall confer upon Company any right of ownership in any of VeriSign's Marks or Intellectual Property.

(b) Company. Company owns all rights in and to each Company Site and all Intellectual Property Rights therein and thereto.

#### **5. CONFIDENTIAL INFORMATION**

(a) Confidential Information. Company acknowledges that by reason of its relationship to VeriSign under this Agreement it may have access to and acquire knowledge from, material, data, systems and other information concerning the operation, business, projections, market goals, financial affairs, products, customers and Intellectual Property Rights of VeriSign that may not be accessible or known to the general public ("Confidential Information"). "Confidential Information" shall include, but not be limited to, (i) the terms of this Agreement, (ii) any and all information regarding any software utilized by VeriSign to create, operate or maintain any of the VeriSign Web Sites, (iii) all information contained in the VeriSign

Company Backoffice, and (iv) any information which concerns technical details of operation of any of the products and services offered hereunder.

(b) No Disclosure. Company agrees to maintain all Confidential Information received from VeriSign, both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of VeriSign; provided, however, that Company may disclose the financial terms of this Agreement to its legal and business advisors and to potential investors if such third parties agree to maintain the confidentiality of such Confidential Information. Company further agrees to use the Confidential Information only for the purpose of performing this Agreement. In addition, Company shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Confidential Information and which are provided to Company hereunder. Whenever requested by VeriSign, Company shall immediately return to VeriSign all manifestations of the Confidential Information or, at VeriSign's option, shall destroy all such Confidential Information as VeriSign may designate. Company's obligation of confidentiality shall survive this Agreement for a period of five (5) years from the date of its termination, and thereafter shall terminate and be of no further force or effect.

(c) Exclusions. Company's obligations under Sections 5(a) and 5(b) above shall not apply to Confidential Information which: (i) is or becomes a matter of public knowledge through no fault of or action by Company; (ii) was rightfully in Company's possession prior to disclosure by VeriSign; (iii) subsequent to disclosure, is rightfully obtained by Company from a third party who is lawfully in possession of such Confidential Information without restriction; (iv) is independently developed by Company without resort to VeriSign's Confidential Information; or (v) is required by law or judicial order, provided that prior written notice of such required disclosure is furnished to VeriSign as soon as practicable in order to afford VeriSign an opportunity to seek a protective order and that if such order cannot be obtained disclosure may be made without liability.

## **6. REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION**

(a) Company's Representations and Warranties. Company represents and warrants that (i) it has the right, power and authority to enter into this Agreement and to fully perform its obligations under this Agreement; (ii) entering into this Agreement does not violate any agreement existing between it and any other person or entity; (iii) the Company Content does not violate or infringe any right of privacy or publicity or any other Intellectual Property Right or contain any libelous, defamatory, obscene or unlawful material, or otherwise violate or infringe any other right of any person or entity; and (iv) the information contained in the Application (which is incorporated herein by reference) submitted by Company is true and correct, and Company acknowledges and agrees that VeriSign has relied on the information provided therein in entering into this Agreement. In this Agreement, "Company Content" means all artwork, graphics, icons, trademarks, trade names, service marks, logos and other content contained in the Company Site(s).

(b) Company's Indemnification. Company agrees to, and shall, indemnify, defend and hold harmless VeriSign and its directors, shareholders, officers, agents, employees, successors, affiliates and assigns from and against any and all claims, demands, suits, actions, judgments, damages, costs, losses, expenses (including reasonable attorneys' fees and expenses) and other liabilities arising from, in connection with or related in any way to, directly or indirectly (i) any breach or alleged breach of any of the representations made by it under this Agreement; (ii) the development, operation, maintenance and contents of the Company Site; (iii) the completion and/or submission by Company of any order for VeriSign Products and Services; or (iv) any unauthorized representation or warranty made by Company regarding any VeriSign Product and Services. VeriSign shall promptly notify Company of any such claim. At VeriSign's request, Company shall bear full responsibility for the defense (including any settlements); provided however, that (i)

Company shall keep VeriSign informed of, and consult with VeriSign in connection with the progress of such litigation or settlement; and (ii) Company shall not have any right, without VeriSign's written consent, (which shall not be unreasonably withheld), to settle any such claim if such settlement arises from or is part of any criminal action, suit or proceeding or contains a stipulation to or admission or acknowledgment of, any liability or wrongdoing (whether in contract, tort or otherwise) on the part of VeriSign.

(c) VeriSign's Representations and Warranties. VeriSign represents and warrants that (i) it has the right, power and authority to enter into this Agreement and to fully perform its obligations under this Agreement; (ii) entering into this Agreement does not violate any agreement existing between it and any other person or entity; and (iii) it has all necessary rights in and to the VeriSign Marks. VeriSign further represents and warrants that the VeriSign Marks do not violate or infringe any Intellectual Property Rights of any other person or entity.

(d) VeriSign's Indemnification. VeriSign agrees to, and shall, indemnify, defend and hold harmless Company, and its directors, shareholders, officers, agents, employees, successors and assigns from any and all claims, demands, suits, actions, judgments, damages, costs, losses, expenses (including reasonable attorneys' fees and expenses) and other liabilities arising from, in connection with or related in any way to, directly or indirectly, a breach or alleged breach of the representations and warranties set forth in Section 6(c) hereof. Company shall promptly notify VeriSign of any such claim, and VeriSign shall bear full responsibility for the defense of such claim (including any settlements).

## **7. TERM AND TERMINATION**

(a) Term and Renewal. This Agreement will commence as of the Effective Date and will continue for a period of three (3) years ("Initial Term") unless terminated earlier as set forth below. This Agreement shall be automatically extended for successive periods of twelve (12) months following the Initial Term unless either party notifies the other in writing of its election to have the Agreement expire at any time prior to the end of each then-current term. The parties agree that to the extent any Products and Services Order sets forth a term or termination shorter than that provided pursuant to this section 7, such Products and Services Order shall be governed by the term or termination set forth therein.

(b) Termination for Default. Either party will have the right to terminate this Agreement for any material breach that is not cured within thirty (30) days after written notice of such breach. Material breach shall include, but shall not be limited to, the failure of Company to pay any invoice hereunder when due.

(c) Termination for Insolvency. Either party hereto may, at its option, and without notice, terminate this Agreement, effective immediately, should the other party hereto (i) admit in writing its inability to pay its debts generally as they become due; (ii) make a general assignment for the benefit of creditors; (iii) institute proceedings to be adjudicated a voluntary bankrupt, or consent to the filing of a petition of bankruptcy against it; (iv) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seek reorganization under any bankruptcy act, or consent to the filing of a petition seeking such reorganization; or (vi) have a decree entered against it by a court of competent jurisdiction appointing a receiver liquidate, trustee, or assignee in bankruptcy or in insolvency covering all or substantially all of such party's property or providing for the liquidation of such party's property or business affairs.

(d) Termination by VeriSign. VeriSign will have the right to terminate this Agreement in its sole discretion, for any reason or no reason, upon providing Company with thirty (30) days written notice.

(e) Survival of Terms. Sections 2(h), 4, 5, 6, 7(e), 7(f), 8, 9 and 10 shall survive the expiration or termination of this Agreement.

(f) Effect of Termination. Upon termination of this Agreement, Company will immediately remove the VeriSign Marks and all Links from each Company Site and cease the use of the VeriSign Marks.

## **8. LIMITATION OF LIABILITY**

YOU AGREE THAT VERISIGN'S ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, ARISING OUT OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNTS PAID BY YOU HEREUNDER. VERISIGN SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES OF ANY NATURE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION THE BREACH OF THIS AGREEMENT OR ANY EXPIRATION OR TERMINATION OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL VERISIGN BE LIABLE FOR LOST PROFITS OR LOST BUSINESS OPPORTUNITIES ARISING OUT OF THE TERMINATION OF THIS AGREEMENT. .

## **9. DISCLAIMERS**

VERISIGN MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE PROGRAM OR ANY PRODUCT OR SERVICE OF VERISIGN, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS, MERCHANTABILITY, NONINFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE. VERISIGN MAKES NO REPRESENTATION THAT THE VERISIGN SITE WILL BE UNINTERRUPTED OR ERROR-FREE, AND VERISIGN SHALL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

## **10. GENERAL PROVISIONS**

(a) Notices. All notices which either party is required or may desire to serve upon any other party shall be in writing and addressed to the party to be served at the respective addresses set forth at the top of this Agreement. Any such notice may be served personally or by certified mail (postage prepaid), internationally commercially recognized overnight delivery service (such as Federal Express or DHL), courier or other written communication. Notice shall be deemed served upon personal delivery or upon the second business day after the date sent. Either party may change the address to which notices are to be delivered by written notice to the other party served as provided in this Section 10(a).

(b) Entire Agreement. This Agreement, together with the Products and Services Order(s) executed hereunder, constitutes the entire understanding and agreement between VeriSign and Company with respect to the transactions contemplated, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication between VeriSign and Company concerning the subject matter hereof. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein.

(c) Amendments. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration so long as the same shall be in writing and executed by each of the parties hereto. Notwithstanding the foregoing, VeriSign shall be entitled to amend any provision of this Agreement by providing notice to Company if such amendment is applied to substantially all of the participants in the Program. It is expressly understood and agreed that no usage of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement or alter in any manner the express terms of this Agreement or any part hereof.

(d) Waiver. No waiver of any provision of this Agreement or any rights or obligations of either party hereunder shall be effective, except pursuant to a written instrument signed by the party waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

(e) Force Majeure. Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, armed conflict, labor strike, lockout, or boycott, provided that the party relying upon this section (i) shall have given the other party written notice thereof promptly and, in any event, within five (5) days of discovery thereof and (ii) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section 10(e) extends for a period in excess of thirty (30) days in the aggregate, VeriSign may immediately terminate this Agreement.

(f) Headings. The section and paragraph headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, govern, limit, modify or construe the scope or extent of the provisions of this Agreement to which they may relate. Such headings are not part of this Agreement and shall not be given any legal effect.

(g) Severability. In the event that any provision of this Agreement should be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained shall not, in any way, be affected or impaired thereby.

(h) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(i) Assignment. Neither Company nor VeriSign may assign or transfer this Agreement without the prior written approval of the other party; provided, however that the sale of any portion of the assets of VeriSign, or any of its subsidiaries, its acquisition by or merger into another company, shall not be deemed an assignment of this Agreement by VeriSign. Any assignment in violation of this Section 10(i) shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of Company and VeriSign.

(j) Independent Contractors. The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership obligation or liability upon either party. Each party shall bear its own costs and expenses in performing this Agreement.

(k) Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Virginia without reference to conflict of law principles. The parties agree that jurisdiction and venue for any matter arising out of or pertaining to this Agreement shall be proper only in the state and federal courts located in Fairfax County and the Eastern District of the Commonwealth of Virginia, United States of America.

(l) Order of Precedence. In the event of a conflict between any Products and Services Order and this Agreement, the terms of the Products and Services Order shall govern.

(m) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date written below.

VERISIGN, INC.

\_\_\_\_\_

By:\_\_\_\_\_

By:\_\_\_\_\_

(Signature)

(Signature)

\_\_\_\_\_

\_\_\_\_\_

Name (print)

Name (print)

\_\_\_\_\_

\_\_\_\_\_

Title

Title

\_\_\_\_\_

\_\_\_\_\_

Date

Date



## Products and Services Order #1D

### VeriSign Products and Services

**1. Products and Services Order.** This Products and Services Order shall apply to all Internet domain name registrations conducted by Company through Network Solutions, Inc., a wholly owned subsidiary of VeriSign ("Network Solutions"), as its provider of domain name registration services in the .com, .net, and .org top-level domains on the Internet. This Products and Services Order shall not include the registration of any MultiLingual domain names.

#### 2. Definitions.

(a) "Company Site(s)" means the Web Site(s) owned or controlled by Company through which Company will make second-level domain name registration services available to its customers pursuant to the Program, presently located at the following URLs:\_\_\_\_\_.

(b) "E-mail Template" means Network Solutions' e-mail template request form that Program members, on behalf of their customers, can use to request that Network Solutions register a second-level domain name(s) in the top-level domains on the Internet wherein Network Solutions provides domain name registration services. The parties acknowledge and agree that these domain name registrations may eventually be accomplished through a domain name registration Application Program Interface ("Registration API"), and that when the same is made available to Company by Network Solutions (and enabled by Company in accordance with this Agreement), all references herein to "E-mail Template" shall thereafter be deemed to be references to the Registration API.

(c) "Domain Name Registrations" means the number of paid for new domain name registrations processed and completed by Network Solutions pursuant to this Agreement. "Domain Name Registrations" do not include any domain name registrations generated through domain name registration renewals or multilingual domain names.

#### 3. Terms and Use of Products and Services.

(a) Company Commitment. Company agrees to be bound by the provisions of either Section 3(a)(i) or 3(a)(ii) below, which election is indicated below by Company's mark of an "X" in the blank adjacent to the Section so elected by Company. As to Sections 3(a)(i) and 3(a)(ii) of this PSO, the Section that is not marked shall be of no force or effect; IF NEITHER BLANK IS MARKED OR IF BOTH BLANKS ARE MARKED, COMPANY AGREES TO BE BOUND BY THE PROVISIONS OF SECTION 3(a)(ii) OF THIS PRODUCTS AND SERVICES ORDER.

\_\_\_\_(i) Preferred Registrations. Company agrees to use Network Solutions, on a preferred basis, to register second-level domain names in the top-level domains wherein Network Solutions provides domain name registration services. As used herein, "preferred basis" shall mean Company registers through Network Solutions, as its domain name registration service provider, at least ninety percent (90%) of all domain names registered by or through Company during each calendar quarter during the term of the Agreement.

\_\_\_\_(ii) Exclusive Registrations. Company agrees to use Network Solutions, on an exclusive basis, to register second-level domain names in the top-level domains wherein

Network Solutions provides domain name registration services. As used herein, "exclusive basis" shall mean Company registers through Network Solutions, as its domain name registration service provider, all of the domain names registered by or through Company during the term of the Agreement.

(b) Payment.

(i) New Registrations. Company agrees to use Network Solutions to register second-level domain names in the top-level domains wherein Network Solutions provides domain name registration services. The invoices for domain name registrations may (in Network Solutions' sole discretion) be consolidated monthly invoices. Upon execution of this Products and Services Order, and as a condition to Network Solutions accepting orders from Company, Company shall complete the Channel Partner Program Information Sheet as set forth in Exhibit 1-A hereto or as otherwise available on-line; Such Information Sheet shall be completed by Company, irrespective of whether Company has submitted a similar Information Sheet to Network Solutions prior to the date hereof. Company shall use the E-mail Template, software script or other tools licensed by Network Solutions hereunder to submit requests on behalf of its customers for the registration of second-level domain names in the top-level domains wherein Network Solutions provides domain name registration services. Upon Network Solutions' request, Company shall properly utilize its systems, as enabled by Network Solutions, to the Registration API, and thereafter use the Registration API to effect registrations hereunder. Company shall submit all E-mail Templates and other orders to Network Solutions from the e-mail address designated by you in your Application, and shall include with such submissions the unique identification number ("Channel ID") provided to you by Network Solutions. You must include your Channel ID with each E-mail Template submission in order for the domain name registration generated in connection therewith to receive the pricing as set forth herein and to be counted towards Domain Name Registrations as defined herein. Company shall list Company as the billing contact in the E-mail Template or other order, unless expressly provided otherwise herein. Network Solutions will invoice Company for all Network Solutions registration fees. Terms of payment are net thirty (30) calendar days from the date of our invoice. Company agrees that Company shall pay Network Solutions the full amount in US dollars of the Network Solutions registration fees, including without limitation, if the domain name is subsequently deleted for non-payment. If Company fails to make timely payment of the applicable registration fees, Company agrees that Network Solutions has the right to delete the domain name registered under such order(s) and to reject any and all future E-mail Templates or orders submitted from Company, without notice, in addition to terminating this Agreement. Company understands and agrees that Network Solutions will take appropriate action to collect registration fees from the billing contact, which action may include the use of a collection agency.

(c) Services. Network Solutions will use commercially reasonable efforts to process all correct and complete orders submitted by Company and register the requested domain name in the applicable top-level domain registry database within twenty four (24) hours after receipt of the E-mail Template or order. In addition, Network Solutions will use commercially reasonable efforts to process all other orders for VeriSign Products and Services within twenty four (24) hours after receipt of the order.

(d) License of Access to Domain Server and Tools. Network Solutions grants to Company and Company accepts a limited, non-exclusive, non-transferable, non-sublicensable, revocable,

royalty free license to access Network Solutions' domain name lookup servers which host Network Solutions' customer database ("Whois Database") and to use Network Solutions' E-mail Template, software script and other tools for the sole purpose of determining the availability of character strings to register as domain names and submitting orders to Network Solutions for VeriSign Products and Services and for no other purposes. Without limiting the foregoing, Company shall not access the Whois Database to (i) allow, enable or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via email (spam); (ii) enable high volume, automated, electronic processes that apply to Network Solutions (or its systems) for the registration of second-level domain name(s); or (iii) enable high volume automated electronic queries against NSI's Whois Database or the Whois Database of the VeriSign Global Registry, and Company shall not sell or redistribute the data. In addition, Company shall not use the E-mail Template, software script or other tools provided by Network Solutions with any other domain name registration service provider.

(e) Products and Service Terms. Company understands and agrees that Network Solutions, in its sole discretion, will establish, and may modify from time to time, the terms applicable to VeriSign's Products and Services. Network Solutions reserves the right to reject any E-mail Template or order for any VeriSign Products and Services pursuant to this Agreement and the Service Agreement.

(f) Service Agreement. Company shall require its customer to agree, or Company as an agent of its customer shall agree, to be bound by the then current Network Solutions Service Agreement prior to ordering, engaging or participating in any of the VeriSign Products or Services offered by Network Solutions, as specifically forth in the Products and Services Order(s), on behalf of any customer.

(g) Customer Support. Network Solutions will provide support to Company through the Business Services Support Center to handle issues regarding domain name registrations, modifications, changes, payment and related issues. Network Solutions may adjust such support from time to time, and at any time, depending upon Company's performance in meeting its targeted Domain Name Registrations. Network Solutions will provide Company with an e-mail address and phone number to contact a Network Solutions business support center during the hours of 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday, or for international channel partners 3:00 p.m. Eastern Time, Sunday to 8:00 p.m. Eastern Time Friday excluding Network Solutions observed company holidays.

#### **4. Channel Partner Pricing.**

(a) If Company has already established with Network Solutions a domain name registration history of at least four through twelve full calendar months, the registration fees for which Network Solutions will invoice Company for new domain name registrations, submitted through E-mail Templates, script or other tools shall be as follows:

(i) the registration fees for the first calendar month of the execution of this Agreement and the second and third calendar months thereafter (the "Initial Three Month Period"), will be based upon the monthly average number of paid Domain Name Registrations submitted by Company to Network Solutions through E-mail Templates, script or other tools, during the penultimate calendar quarter immediately preceding the Initial Three Month Period.

(ii) each subsequent, sequential three calendar month period after the Initial Three Month Period, through the term of this Agreement, shall be defined as a “Subsequent Three Month Period” for purposes of this section 4(a).

(iii) the registration fees for which Network Solutions will invoice Company for new domain name registrations, submitted through E-mail Templates, script or other tools for each Subsequent Three Month Period, will be based upon the monthly average number of paid Domain Name Registrations submitted by Company to Network Solutions through E-mail Templates, script or other tools during the second, third and fourth calendar months immediately preceding each such Subsequent Three Month Period.

(b) If Company has not previously established a registration history with Network Solutions of at least four full calendar months, the registration fees for which Network Solutions will invoice Company for new domain name registrations, submitted through E-mail Templates, script or other tools shall be as follows:

(i) the registration fees for the first calendar month of the execution of this Agreement and the three calendar months thereafter (the “Initial Four Month Period”), will be based upon the estimated monthly average number of paid Domain Name Registrations per month (the “Estimated Average Target”) the Company intends to submit to Network Solutions during the Initial Four Month Period.

(ii) each subsequent, sequential three calendar month period after the Initial Four Month Period, through the term of this Agreement, shall be defined as a “Subsequent Three Month Period” for purposes of this section 4(b).

(iii) the registration fees for which Network Solutions will invoice Company for new domain name registrations, submitted through E-mail Templates, script, or other tools for each Subsequent Three Month Period, will be based upon the monthly average number of paid Domain Name Registrations submitted by Company to Network Solutions through E-mail Templates, script, or other tools during the second, third and fourth calendar months immediately preceding each such Subsequent Three Month Period.

<b>Domain Name Registrations per month</b>	<b>Annual Registration fee per Domain Name Registration per Year</b>
0-10	the then current retail price for domain name registrations
11-100	<u>US\$22.00</u>
101-250	<u>US\$20.00</u>
251-500	<u>US\$18.00</u>
501-1500	
1,501-3,000	
3,001+	

This Products and Services Order may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Products and Services Order to be duly executed and delivered as of the date written below.

NETWORK SOLUTIONS, INC. \_\_\_\_\_

By:\_\_\_\_\_ By:\_\_\_\_\_

(Signature) (Signature)

Name (print) Name (print)

Title Title\_\_\_\_\_

Date Date

**Products and Services Order #1 – Exhibit 1-A**

**Channel Partner Program Information Sheet**

All of the following fields, except where stated otherwise, are required.

Company Name: \_\_\_\_\_

Also Known as \_\_\_\_\_

Channel ID (for existing partners only): \_\_\_\_\_

Contact NIC Handle: \_\_\_\_\_

Tax I.D. or Social Security # \_\_\_\_\_

Address: \_\_\_\_\_

Address: (optional) \_\_\_\_\_

Address: (optional) \_\_\_\_\_

Address: (optional) \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

USA Only

Country: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact's Name: \_\_\_\_\_

Contact's Title: \_\_\_\_\_

Contact's Telephone: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Anticipated Registration Volume: \_\_\_\_\_

Company Legal

Structure: \_\_\_\_\_

State/Province/Country

Company Formed In & Date Formed: \_\_\_\_\_

Number of Employees

(optional): \_\_\_\_\_

Credit Reporting Agency

(optional): \_\_\_\_\_

Agency Reference

Number (optional): \_\_\_\_\_

Designated primary Mailfrom Address: \_\_\_\_\_

Requested MailTo Address - NSI alias: \_\_\_\_\_