

Partner: \_\_\_\_\_

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

Tel. No.: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Contact's email: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Partner's Web Site(s): \_\_\_\_\_

This Partner Program Agreement (the "Partner Agreement") is made and entered into between Register.com. Inc. ("Register.com") and you effective as of the date you elect to participate in the Register.com partner network (the "Effective Date"). In this Partner Agreement, all references to "Partner" means the entity using and offering the Web Services (as defined below) and participating in our partner network.

1. **SCOPE OF SERVICES**
2. **FEES AND PAYMENTS**
3. **PREFERRED PROVIDER; USER INFORMATION**
4. **MASTER SERVICES AGREEMENT**
5. **PARTNER'S FEE SCHEDULE**

## 1. **SCOPE OF SERVICES**

### A. **Services Provided by Register.com**

Register.com shall make available to Partner certain software, which includes a registration interface and an application programming interface (API) together with documentation (the "Licensed Software") to enable Partner to use Register.com's domain name registration services, hosted DNS services, URL Forwarding Services, Website Builder Services, Email Services, Digital Certificate Services, RCOM Shield Services, Hosted Exchange Services and Search Engine Optimization Services, and other services, as further described below (collectively, the "Web Services"), and to make the Web Services available for resale to Partner's end users (the "Partner End Users" who, once they avail themselves of the Web Services, shall be "Referred Users"). Register.com shall not provide

the Web Services until the Referred Users have accepted Register.com's standard End User Agreement (the "Services Agreement"), as such Services Agreement may be updated and revised from time to time. Partner acknowledges that the fulfillment by Register.com of certain Web Services is subject to oversight by third parties, including, without limitation, the rules, regulations and policies of the Internet Corporation for Assigned Names and Numbers ("ICANN"), the U.S. Department of Commerce, various registry administrators and certain contractual agreements between Register.com and such registry administrators and other technical service providers (collectively, as they may be amended from time to time, the "Third Party Obligations"). Notwithstanding anything to the contrary herein, Register.com reserves the right to modify the Web Services provided hereunder in order to comply with any such Third Party Obligations. Web Services offered by Register.com include the following:

i. **URL Forwarding Services**

URL Forwarding provides Referred Users with the capability to forward visitors to a domain name residing on Register.com's DNS servers to a Web site designated by Referred Users (a "forward to address"). Partner may manage URL Forwarding using the Licensed Software, account management tool or Custom Site (if applicable).

ii. **Website Builder Services**

Website Builder provides Referred Users with the ability to create and post Web sites ("User Web Sites").

iii. **Electronic Mail Services**

Register.com's electronic mail service provides Referred Users with the capability to send and receive electronic mail. Partner may manage the electronic mail services using the Licensed Software, account management tool or Custom Site (if applicable).

iv. **Digital Certificates Services**

Registrar may offer certain digital security services, including, without limitation, QuickSSL<sup>™</sup>, QuickSSL Premium<sup>™</sup>, TrueBusinessID®, and TrueBusinessID® Wildcard (collectively, "Certificate Services"). Partner agrees that if Partner chooses to resell Register.com's digital certificate services, Partner will bound by the terms and conditions of Register.com's Digital Certificates Reseller Agreement, located at

[http://www.rcomexpress.com/help/rx\\_certsagreement.asp](http://www.rcomexpress.com/help/rx_certsagreement.asp), as

modified by Register.com from time to time, and which is incorporated herein and made part of this Partner Agreement by reference.

v. **RCOM Shield Services**

Registrar may offer a domain masking service, called RCOM Shield. RCOM Shield allows Referred Users to protect the confidentiality of their personal contact information by registering their domain names in the name of a third party company, Whois, Privacy Protection, Inc., whose contact information will be displayed in the public "Whois" record instead of theirs. Partner agrees that if Partner chooses to resell Register.com's domain masking service, Partner will be bound by the terms and conditions of the RCOM Shield Services Agreement, to be posted on the website located at [www.rcomexpress.com](http://www.rcomexpress.com), as modified by Register.com from time to time, and which is incorporated herein and made part of this Partner Agreement by reference.

vi. **Hosted Exchange Services**

Register.com may offer a Hosted Exchange service that provides Referred Users with a Microsoft Hosted Exchange. Partner shall ensure that Referred Users execute the Hosted Exchange Terms of Use located at <http://www.rconnection.com/redirect/HEResellerPolicies.pdf>, as may be modified by Register.com from time to time.

vii. **Search Engine Optimization (SEO) Services**

Register.com may offer certain SEO services that provide Referred Users with a service that optimizes a website for the purpose of improving the search engine positioning of that website. Partner agrees that if Partner chooses to resell Register.com's SEO services, Partner will be bound by the SEO Reseller Terms of Use, located at <http://rconnection.com/redirect/seoservicesresaleagreement.pdf>, as may be modified by Register.com from time to time, and which is incorporated herein and made part of this Partner Agreement by reference. The SEO services are not available if Partner chooses Commission Option (as defined below).

**B. Integration**

To enable Register.com to provide the Web Services, Partner agrees that any Partner End Users requiring the Web Services shall be able to initiate the order process on Partner's Web Site, i.e. the Partner End User shall be

able to fill out a form on any Partner Web Site (preferably on those pages regarding Partner's web hosting services) providing all information needed to provide the Web Services (collectively, the "Referred User Information"). In addition, the form shall contain links to generic versions of pages hosted on Register.com's web site containing the Register.com Services Agreement and the Register.com Dispute Policy. The links shall state "Registrar Services Agreement" and the "Registrar Dispute Policy", respectively. When the Referred User Information is complete and Partner End User has checked the "I accept" box as described below, Partner shall immediately submit the Referred User Information to Register.com by using the Licensed Software supplied by Register.com to Partner. Partner shall complete the integration of the Licensed Software within Partner's Web Site within thirty days of execution of this Partner Agreement.

Partner may also use the Rcom Express software to set up a web site ("Custom Site") comprised of customized templates through which Partner End Users may purchase Web Services. Partner shall supply a domain name (the "Domain Name") which will become the URL of the Custom Site and may place Partner Marks (as defined below) on the Custom Site. Partner hereby grants to Register.com and Register.com accepts a limited, non-exclusive, revocable, non-transferable right during the Term (as defined in the Master Services Agreement) to use, display, transmit, distribute and reproduce any Partner graphical logo and trademark(s) (collectively, the "Partner Marks") used on the Custom Site for the purpose of promoting the Custom Site.

### **C. Services Agreement**

As part of the Service order process, Partner End User must execute Register.com's Services Agreement by checking the "I accept" box; Register.com shall not provide Web Services to any Partner End User who has not executed the Services Agreement. Partner agrees to enforce the applicable provisions of Register.com's Services Agreement, located at [http://www.rcomexpress.com/help/rx\\_agreement.asp](http://www.rcomexpress.com/help/rx_agreement.asp). In the event that Partner itself orders any Service on behalf of Partner End Users, Partner agrees that it shall cause such Partner End Users to be bound by Register.com's Services Agreement or shall itself execute the Services Agreement as agent for Partner End Users as disclosed principals. Partner assumes all responsibility and liability for any actions it takes as agent for the Partner End Users, including without limitation through Partner's use of Account Manager (as defined herein). In the event that Partner orders any service on its own behalf, it shall execute and be bound by Register.com's Services Agreement.

### **D. ICANN Requirements**

- i. **No Display of ICANN Logo.** Customer 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.
- ii. **Services Agreement.** Any registration agreement used by Customer shall include all registration agreement provisions and notices required by the ICANN Registrar Accreditation Agreement (“RAA”) and any ICANN Consensus Policies, and shall identify Register.com as the sponsoring registrar or provide a means for identifying the Register.com as the sponsoring registrar, such as a link to the InterNIC Whois lookup service.
- iii. **Identifying Register.com as Registrar.** Customer shall identify Register.com as the sponsoring registrar upon inquiry from the customer.
- iv. **Privacy or Proxy Service Requirements.** Customer shall ensure that the identity and contact information provided by the customer of any privacy or proxy registration service offered or made available by Customer in connection with each registration will be deposited with Register.com or held in escrow or, alternatively, display a conspicuous notice to such customers at the time an election is made to utilize such privacy or proxy service that their data is not being escrowed. Where escrow is used, the escrow agreement will provide, at a minimum, that data will be released to Register.com in the event Customer breaches the Agreement, and such breach is harmful to consumers or the public interest. In the event that ICANN makes available a program granting recognition to resellers that escrow privacy or proxy registration data as detailed above, and Customer meets any other criteria established by ICANN in accordance with its Bylaws, Customer shall be permitted to apply to ICANN for such recognition.
- v. **Link to ICANN Webpage.** To the extent that Register.com is obligated to provide a link to an ICANN webpage, as detailed in subsection 3.15 of the RAA, Customer also shall be under an obligation to provide such linkage.
- vi. **Breach of ICANN Requirements.** If Register.com becomes aware that such a Customer is in breach of any of the provisions of this Section, Register.com shall take reasonable steps to notify the Customer that it is in breach of the Agreement and Register.com has the right to terminate the Agreement.

#### E. Referred User Support

Partner shall be responsible for any actions it takes on behalf of users, including through its use of Account Manager, any renewal or deletion of a Service (or a request to Register.com to renew or delete a Service), and for all initial Partner support of Referred Users with respect to the Web

Services. Partner must provide support to Referred Users through email and telephone on a 24x7 basis, 365 days per year. In addition, all support must be provided within twelve hours of a Referred User's request and an escalation path must be established for problems that cannot be solved through standard procedures and/or channels. Partner shall attempt to resolve all Referred User problems before contacting Register.com with requests for assistance and only Senior Managers of Partner may contact Register.com with requests for assistance. Register.com shall have the right to terminate this Partner Agreement if Partner fails to provide adequate Referred User support, as determined by Register.com in its reasonable discretion.

#### **F. Account Manager**

Partner shall have access to the Partner Account Manager ("Account Manager") and shall provide access only to those employees of Partner that are authorized by Partner ("Authorized Users"). Only Authorized Users shall have access to Account Manager. Without limiting the foregoing, Partner shall be responsible for all access to Account Manager by Partner's employees, agents, representatives, or any other parties, other than Register.com, who are given access by Partner to Account Manager and Partner, shall be responsible for any actions taken by any of the foregoing. Through Account Manager, Partner will have the ability to manage settings, including but not limited to registrations, renewals and email settings and shall have the ability to view domains under management and run reports. Partner shall be fully responsible and liable for any actions it takes on behalf of or as agent for Partner End Users, including without limitation through Partner's use of Account Manager.

#### **G. Registrations and Renewals**

As between Register.com and Partner, Partner shall be solely responsible for any registration, renewal or deletion of a Service for a Referred User. For the registration and renewal of domain name registrations, Partner may select only one of the following settings by selecting such setting in Account Manager:

1. Partner shall be responsible for any registration or renewal notices and processes, including collecting fees from the Referred User and making payments to Register.com (Register.com will not be performing the billing functions) ("Option 1"); or
2. Partner shall be responsible for any registration notices and processes, but Register.com shall send Referred Users a renewal reminder at least fifteen (15) days in advance of the renewal date of the Service ("Renewal Notice") that would direct such users to Partner's billing interface or Partner's Partner support for renewal in which case Partner will collect the fees and make payments to

- Register.com (Register.com will not be performing the billing functions) ("Option 2"); or
3. Register.com will facilitate the registration and renewal processes, including billing the Referred User's credit card and emailing a Renewal Notice to the Referred Users, subject to payment of the fees set forth in Section 2.D of this Partner Agreement (the "Commission Option").

If Partner selects Option 2 or the Commission Option above, Partner acknowledges and agrees that Register.com has no responsibility if the email address provided by the Referred User is inaccurate, or if the Referred User fails to receive a renewal notice. If Partner selects Options 1 or 2 above, Partner acknowledges that Partner is responsible for all billing functions associated with registrations, renewals and payments to Register.com in accordance with Section 2.A below. Partner further agrees that if Partner (i) fails to replenish its Deposit Amount (as defined herein) so that the balance is zero for a period of seventy-two (72) hours, (ii) becomes insolvent, or (iii) fails to provide adequate End User Support so that the End User relies on Register.com for support, Register.com shall have the option either to change Partner's setting to the Commission Option or to terminate this Partner Agreement, and shall not have the obligation to pay any Commissions to Partner (as defined in Section 2.D of this Partner Agreement) for doing so.

#### **H. Partner Support**

Register.com shall provide reasonable support on a 24x7, 365 days per year basis to handle inquiries from Partner regarding the Web Services and the Licensed Software during the Term. Partner shall be solely responsible for providing Partner End User support.

#### **I. Record Keeping**

Partner shall maintain records of all written communications (including e-mail), if any, with Referred Users regarding domain name registration, including without limitation, communications regarding applications, modifications, confirmations and terminations of domain name applications and all related correspondence. Pursuant to ICANN requirements, all such records must be maintained by Partner for the period of registration of the applicable domain name (as such registration may be extended) plus three years. All such records shall be provided to Register.com upon request.

#### **J. Costs**

Register.com shall provide the Web Services, including hardware, software and network requirements, at its own expense. Partner shall be solely responsible for the costs of integrating the Licensed Software, including hardware, software and network requirements, and coding of links and buttons.

#### **K. Promotion**

Partner agrees to promote the Web Services above the fold on such pages on Partner's Web Site as mutually agreed by the parties. In addition, if the parties mutually agree, they shall undertake a joint marketing campaign to promote the Web Services.

### **2. FEES AND PAYMENTS**

#### **A. Payments to Register.com**

If Partner selects Option 1 or 2, Partner shall pre-pay for all Web Services by depositing no less than \$250.00 US with Register.com (the "Deposit Amount"). Partner acknowledges and agrees that the fees for the Web Services, as set forth on Partner's Fee Schedule, will be debited from the Deposit Amount on a regular basis. Partner may pay the Deposit Amount by credit card using Account Manager or by sending a check or wire payment to Register.com. Check payments should be mailed to: Register.com, Inc.; General Post Office; P.O. Box 27335; New York, NY 10087-7335. Partner acknowledges that any check or wire payment will require a manual processing period of up to ten (10) days before such funds will be available in the Deposit Amount. Partner acknowledges that orders for Web Services will not be processed if the fees for the Web Services exceed the amount of the Deposit Amount. Partner acknowledges it is Partner's obligation to monitor the Deposit Amount and replenish the Deposit Amount accordingly. Within ninety (90) days following the termination of this Partner Agreement, any funds in the Deposit Amount in excess of the amounts owed will be returned to Partner.

#### **B. User Billing and Collection**

Except as set forth in Section 2.D, Partner shall be solely responsible for processing all billing for Referred Users and for all collection relating thereto. Partner shall accept sole liability for any fraud, chargebacks or nonpayment by Referred Users.

#### **C. Audit Rights**

Partner agrees to make and to maintain until the expiration of three (3) years after the year to which such records pertain, sufficient books, records and accounts relating to all payments to be made pursuant to this



Partner Agreement. Register.com will have the right, exercisable not more than twice every twelve (12) months, to appoint an independent certified public accountant, at its own expense, to inspect upon reasonable notice and during normal business hours, Partner's relevant records to verify the accuracy of payments made under the terms of this Partner Agreement. If any such examination discloses a shortfall of more than five percent (5%) in the payments due hereunder, Partner shall reimburse Register.com for the full amount of such shortfall and shall pay the reasonable costs of such audit.

#### **D. Commissions and Handling/Processing Fees**

If Partner elects to have Register.com process Referred User payments under the Commission Option, Register.com will pay Partner a commission for the registration and/or renewal of each Service for the amount collected by Register.com, less the service fee, as set forth on Partner's Fee Schedule, and the Handling/Processing Fee (defined below) (the "Commission"). Partner may collect the Commission payments via Account Manager; provided that, such payable Commissions are at least \$25.00 and are for transactions aged ninety (90) days or more. Partner may determine the retail price to charge for the Web Services at its sole discretion, but in no event shall such retail price be less than the rates set forth in Section 6, plus the Handling/Processing Fees. The fee for handling and processing fee for transactions for the Commission Option is 95 cents (\$0.95) plus 3% of the total charge for Web Services ordered by a Referred User during a single purchase session (the "Transaction"; such fee, the "Handling/Processing Fee"). Register.com may change its Handling/Processing Fees and/or credit policies at any time in its sole discretion. Partner is responsible for paying all Handling/Processing Services Fees, applicable taxes and all amounts and costs related to charge-backs, including the amount of the charge-back itself. Partner's responsibility for all charge-back-related fees and amounts will continue even in instances where the charge-back has been initiated after Partner has received the Commission for Transactions related to the chargeback. In such case the amounts owed by Partner in relation to such chargebacks shall be deducted from any future Commissions. If Partner fails to make a claim for a Commission payment within 12 months of the time when such Commission becomes payable, then the Commission is deemed forfeited.

#### **E. Custom Site Annual Fee**

If Partner sets up a Custom Site, Partner shall pay an additional subscription fee of one hundred and twenty-five dollars (\$125.00) (the " Custom Site Fee"), plus any applicable Domain Name fee. Partner shall pay the Custom Site Fee by wire, check, or credit card. The Custom Site is non-refundable. The Custom Site fee will be charged on or about

the Effective Date and annually on the anniversary thereof throughout the Term.

### **3. PREFERRED PROVIDER; USER INFORMATION**

#### **A. Status**

Beginning on the date the Web Services are made available to Partner End Users (the "Launch Date") and for the remainder of the Term, Partner shall not advertise or promote any other domain name registration service more prominently than the Web Services on Partner's web site. In addition, Partner agrees to notify Register.com within seven (7) days of applying to become an ICANN-accredited registrar and Register.com reserves the right to terminate this Partner Agreement at any time following the receipt of such notification.

#### **B. Transfer**

Partner shall use reasonable commercial efforts to recommend to the Partner End Users to transfer any domain names not registered with Register.com to Register.com as the registrar, with Partner as the primary domain name services provider. Transfer of domain name procedures shall be available as part of the Web Services.

#### **C. User Information**

Register.com and Partner shall each have all rights in the Referred User information needed to provide the Web Services (collectively, the "Referred User Information") collected by Register.com and Partner during and after the Term (as defined in the Reseller Agreement), subject to WHOIS disclosure and any other obligations or restrictions imposed by ICANN or other Third Party Obligations, including the obligation to license WHOIS information to third parties pursuant to ICANN requirements.

#### **4. MASTER SERVICES AGREEMENT**

By signing this Partner Agreement, Partner acknowledges it has read, understood, and agrees to be bound by all of the terms of Register.com's Master Services Agreement ("Master Agreement") accessible at <http://www.rconnection.com/redirect/masterservicesagreement.pdf>, as it may be amended from time to time. The Master Agreement is hereby incorporated and made a part of this Partner Agreement by reference for all purposes. In the event of a conflict between the terms of this Partner Agreement and the terms of the Master Agreement, this Partner Agreement shall govern.

#### **5. PARTNERS FEE SCHEDULE**

[TBA]