

**AMENDMENT AGREEMENT
REGISTRATION SERVICE PROVIDER AGREEMENT
("RSP AGREEMENT") TO ALLOW FOR
THE PROVISION OF AUTOMATED CHECK HANDLING**

This Amendment Agreement by and between:

Tucows.com Co.

("Tucows")

- and -

You, the Reseller

("Reseller")

WHEREAS the parties to this agreement have signed an RSP Agreement;

AND WHEREAS the parties are desirous to amend the RSP Agreement to enable Reseller to gain access to the automated check handling service offered by Tucows;

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Tucows and Reseller, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

- (a) "ACH" means automated check handling, or the payment process whereby Reseller will be able to pay for Tucows' services through the electronic transfer of funds from its bank account to its reseller account at Tucows;
- (b) "Effective Date" shall mean the date following a credit assessment by Tucows when Tucows, at its sole discretion, shall enable ACH payments to Reseller's account;
- (c) "Maximum ACH Amount" shall mean the maximum amount of Payments that may be transferred into Reseller's account over a three business day period;
- (d) "Minimum Available Account Balance" means that amount, established by Tucows in its sole discretion, required to remain in Reseller's account with Tucows in order that Reseller may place an ACH order;
- (e) "Payment(s)" mean the monies transferred by Reseller via the ACH process to facilitate payment for Tucows services;
- (f) "RSP" Agreement shall mean the agreement existing between the parties with respect to the purchase and sale of certain Tucows services;
- (g) "Term" has the meaning outlined in Section 4 of this Agreement;

- (h) “Territory” shall mean Canada and the United States;
- (i) All initially capitalized terms not otherwise defined in this Amendment Agreement shall have the definitions assigned to such terms in the RSP Agreement.

2. SERVICES PROVIDED AND CONDITIONS OF USE

- (a) Tucows shall provide Reseller access to the ACH in accordance with the specifications and conditions outlined herein.
- (b) Reseller shall develop and employ all necessary technology and restrictions to ensure that its connection to Tucows or its designees, and all transmissions between the Reseller and Tucows or its designees that are initiated for the purpose of creating, deleting or modifying data are secure. The Reseller shall authenticate every connection with Tucows or its designee using its password, which it shall disclose only to its employees with a need to know. Reseller shall notify Tucows within four hours of learning that its key has been compromised in any way.
- (c) Reseller agrees that all use of the ACH shall be in accordance with all policies, practices and regulations of Tucows and all applicable governmental or regulatory bodies.
- (d) Reseller must be based in the Territory. Reseller shall execute the Agreement and Authorization Form attached hereto as Schedule A. Following receipt of Schedule A, Tucows shall conduct a confirmation of location within the Territory and a credit assessment of Reseller and shall, at its sole discretion, approve or deny Reseller access to ACH. Following communication of approval to Reseller, Tucows shall inform Reseller of its Minimum Account Balance and the Maximum ACH Amount.
- (e) The ACH cannot be provided without an operating Reseller account and minimum Available Account Balance. In addition to the foregoing, Tucows shall only process an ACH instruction when the monies available in Reseller’s account, not including funds on hold for pending transactions, is at least equal to the Minimum Available Account Balance.
- (f) Reseller may either instruct an ACH payment or authorize Tucows to automatically institute an order when the Reseller’s account falls to the Minimum Available Account Balance.
- (g) You will receive an email confirmation each time a transaction regarding a Payment is processed. Payments will usually be remitted to Reseller’s account with immediate effect.
- (h) In the event that Tucows is subsequently advised that a Payment instruction has been returned for any reason, Tucows shall be entitled to withdraw an amount equal to the Payment from Reseller’s account and shall charge Reseller an administrative fee. Tucows shall have the right to suspend Reseller’s right to order Tucows’ services until such time as it has replenished any and all necessary

funds. In addition, you agree that Tucows may set off any monies owed against any accounts you may hold with Tucows.

- (i) Tucows will correct any processing errors of which it becomes aware. If any such error is in Reseller's favour, Tucows reserves the right to correct any transactions that were incorrectly executed, notwithstanding the nature and the cause of the error.

3. CONFIDENTIALITY

- (a) By executing this agreement, you acknowledge and agree that Tucows is entitled to the collection and use of any Confidential Information necessary to process a Payment, conduct investigations of fraud and/or otherwise ensure its compliance with any law enforcement agency, subpoena or court order. In addition to the foregoing, you acknowledge and authorize Tucows to distribute any information collected to a third party, including but not limited to a depository trust company, involved in a credit assessment or the processing of a Payment.

4. PAYMENTS

- (a) All Payments, including those involving Canadian resellers, must be in \$US dollars.
- (b) Any Payment that has been returned or rejected for any reason may be subject to an administrative fee. In addition to the foregoing, Reseller shall pay any actual costs incurred by Tucows in association with said returned or rejected Payment instruction.
- (c) All transactions with Canadian resellers shall be subject to the Goods and Services Tax.

5. TERM OF AGREEMENT

- (a) Tucows shall be entitled to terminate this Agreement at any time, with immediate effect, at its sole discretion. In such event, Tucows will provide Reseller with notice and will return all unrestricted funds remaining in Reseller's account. Reseller shall be entitled to terminate this Agreement at any time so long as it has provided Tucows with sufficient notice of its intention to terminate so as to enable both Tucows and any applicable third parties, including but not limited to the depository financial institution a reasonable opportunity to secure any outstanding monies and to settle their respective affairs.

6. REPRESENTATIONS AND WARRANTIES

- (a) Reseller acknowledges and agrees that Tucows does not guarantee that the ACH will meet the requirements of Reseller.

THE WARRANTIES AND CONDITIONS STATED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

TUCOWS SHALL NOT BE LIABLE FOR ANY MISREPRESENTATION, BREACH OF ANY IMPLIED OR EXPRESS WARRANTY OR CONDITION, OR BREACH OF ANY OTHER TERM (INCLUDING A FUNDAMENTAL BREACH OR BREACH OF A FUNDAMENTAL TERM), OR BE OTHERWISE LIABLE IN CONTRACT, TORT, OR OTHERWISE FOR: (A) INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES; (B) LOSS OF REVENUE; (C) LOSS OF PROFITS; (D) LOSS OF BUSINESS OR GOODWILL; (E) LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR (F) PUNITIVE DAMAGES; EVEN IF TUCOWS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

RESELLER'S SOLE REMEDY IN THE CASE OF ANY LOSS OR DAMAGE RESULTING FROM ANY MISREPRESENTATION, BREACH OF CONTRACT, NEGLIGENCE, ERROR OR DEFECT IN THE SERVICES PROVIDED BY TUCOWS HEREUNDER SHALL BE TERMINATION OF THIS AGREEMENT.

7. REMEDIES AND RIGHTS OF COLLECTION

- (a) Without limiting other remedies, Tucows may update inaccurate or incorrect information, place a hold on funds, limit funding sources and payments, limit access to an account and any or all of the account's functions (including but not limited to the ability to send money or making withdrawals from an the account), limit withdrawals, indefinitely suspend or close a Reseller account and refuse to provide services in the event of: (a) a breach this Agreement or the documents it incorporates by reference; (b) an inability to verify or authenticate any information provided; (c) a reasonable belief that Reseller's account or activities pose a significant credit or fraud risk; (d) a reasonable belief that reseller's actions may cause financial loss or legal liability. Payments are not considered completed until the funds have been posted to Reseller's bank account for withdrawals. In addition, Tucows reserves the right to hold funds for transactions to ensure integrity of the Payment and its systems. The rights described in this section are in addition to and apart from any other rights.

8. AMENDMENT

- (a) During the period of this Agreement, Reseller agrees that Tucows may: (1) revise the terms and conditions of this Agreement; and (2) change the services provided under this Agreement. Any such revision or change will be binding and effective immediately on delivery of the revised Agreement or change to the service(s) to Reseller by e-mail or regular mail. If Reseller does not agree with any revision to the Agreement, and if those revisions are materially adverse to Reseller, Reseller may terminate this Agreement by providing Tucows with notice by e-mail or regular mail within 30 days of notification of the revisions as per the Notices section of the RSP Agreement. Notice of termination by Reseller will be effective

on receipt and processing by Tucows. Reseller agrees that, by continuing to use ACH following notice of any revision to this Agreement or change in service(s), Reseller shall abide by any such revisions or changes.

- (b) If you are in agreement with the foregoing terms and conditions, please execute and return the ACH Authorization Form attached hereto and incorporated by reference, together with a void cheque. Save and except as outlined herein, all terms of the RSP Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment Agreement and the RSP Agreement, the terms of this Amendment Agreement shall prevail.

9. MISCELLANEOUS

- (a) All references in this Agreement to dollars are expressed in US currency.
- (b) No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a waiver or continuing waiver unless otherwise expressly provided in writing.
- (c) This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the courts located in Toronto, Ontario, Canada.
- (d) This Agreement shall inure to the benefit of and be binding upon Tucows and Reseller as well as all respective successors and permitted assigns.
- (e) Privacy. Information collected about both you and your Customers is subject to the terms of Tucows' privacy policy, the terms of which are hereby incorporated by reference. Tucows' privacy policy can be found at: <http://www.tucows.com/privacy.html>.
- (f) Survival. In the event of termination of this Agreement for any reason, Section 5 shall survive. Save and except where noted herein, neither party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms but each party shall be liable for any damage arising from any breach by it of this Agreement.
- (g) Nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership or a joint venture between the parties.
- (h) Force Majeure. Neither party shall be responsible for any failure to perform any obligation or provide service hereunder because of any Act of God, strike, work stoppage, governmental acts or directives, war, riot or civil commotion,

equipment or facilities shortages or other similar force beyond such party's reasonable control.

- (i) Further Assurances. Each party hereto shall execute and/or cause to be delivered to each other party hereto such instruments and other documents, and shall take such other actions as such other party may reasonably request, for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.
- (j) Attorneys' Fees. If any legal action or other legal proceeding (including arbitration) relating to the performance under this Agreement or the enforcement of any provision of this Agreement is brought against any party hereto, the substantially prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled).
- (k) Assignment/Sublicense. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and assigns of the parties. Reseller shall not assign, sublicense or transfer its rights or obligations under this Agreement to any third party without the prior written consent of Tucows.
- (l) Delays or Omissions; Waivers. No failure on the part of any party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any party in exercising any power, right, privilege or remedy under this Agreement shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.
- (m) Construction. The parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.
- (n) Intellectual Property. Subject to the provisions of this Agreement, each party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property.
- (o) The Interface is provided "as-is" and without any warranty of any kind. TUCOWS EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED

TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. TUCOWS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE INTERFACE WILL MEET RESELLER'S REQUIREMENTS, OR THAT THE OPERATION OF THE INTERFACE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE INTERFACE WILL BE CORRECTED. FURTHERMORE, TUCOWS NEITHER WARRANTS NOR MAKES ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE INTERFACE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE INTERFACE PROVE DEFECTIVE, RESELLER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

- (p) Entire Agreement, Severability. This Agreement which includes all applicable schedules constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the parties, the parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.
- (q) This Agreement may be executed in counterparts.

10. NOTICE

- (a) Notices. Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service, by telecopier during business hours, or by electronic mail) to the address, telecopier number, or e-mail address set forth on the signature page of this Agreement.
- (b) Any telecopier or electronic mail communication shall be deemed to have been validly and effectively given on the date of such communication, if such date is a business day and such delivery was made prior to 16:00 (Eastern Standard Time) and otherwise on the next business day. Any communication sent via regular mail shall be deemed to have been validly and effectively given five (5) business days after the date of mailing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

TUCOWS.COM CO.

96 Mowat Avenue

Toronto, Ontario Canada

M6K 3M1

Phone: 1-416-535-0123

Fax: 1-416-531-2516

By:

Signature: _____

Name: _____

(Please Print)

Title: _____

Date: _____

RESELLER: _____

Reseller Username: _____

Address: _____

Phone: _____

Fax: _____

By:

Signature: _____

Name: _____

(Please Print)

Title: _____

Date: _____

Schedule A

Automated Check Handling Authorization Form

Please fax this completed form along with a void check to 416-531-2516.

The form may also be mailed to: Tu cows.com Co.
96 Mowat Ave.
Toronto, Ontario,
Canada M6K 3M1
Attention: ACH Payments.

I (we) hereby authorize Tu cows to conduct said credit assessment and understand that it may include ordering a credit report and other credit checks and verifying the information you provide against third party databases. Upon approval by our Credit Department your ability to initiate ACH payments will be activated. I (we) hereby authorize Tu cows.com Co to make debit entries to my (our) bank account at the depository institution as named below and as initiated/instructed by us on the Tu cows Reseller Web Interface (RWI). I understand and agree that Tu cows shall be entitled to distribute information collected to necessary third parties, including but not limited to a depository trust company each time a Payment is instructed.

Please note insufficient funds will result in a charge of US\$ 25.00 per transaction and possibly termination of your access to ACH.

Financial Institution Name: _____
Address: _____
City/Town: _____
State/Prov: _____
Zip/Postal Code: _____
Transit/Routing No.: _____ Bank No: _____
Account No.: _____ Checking: _____ Savings: _____

(Funds to be drawn from a US\$ bank account only)

Name on Account: _____
Name of authorized signer: _____
Position of authorized signer: _____

I (we) acknowledge that I (we) have read and understood all the provisions contained in the Tu cows Automated Check Handling (ACH) contract and have received and retained a copy of the contract.

Date: _____ Signature: _____