

MASTER SERVICES AGREEMENT

WHEREAS, Tucows.com Co., a Nova Scotia Corporation with its principal place of business in Toronto, Ontario, Canada (hereafter “Tucows”), provides certain services defined below as the “Tucows Services;” and

WHEREAS, Customer, the person or entity defined below, wishes to use, resell and/or provision the Tucows Services for itself and the benefit its own Users,

NOW, THEREFORE, in consideration of the mutual promises described in this Agreement, the parties agree to legally bind themselves as follows:

1. DEFINITIONS

- 1.1. “Aftermarket Premium Domain Names” refers to domains that are presently registered by a third party and that are available for purchase through a third-party service.
- 1.2. “Agreement” means this document and all its schedules and other documents incorporated by reference.
- 1.3. “API” is an acronym that stands for “Application Program Interface.” As used in this Agreement, “API” means the set of technical specifications and routines that allow Customer’s computer systems to access and carry out certain operations on Tucows’ computer systems.
- 1.4. “Commission” refers to the amount earned by a Customer on the sale of OpenSRS services via Storefront or Legacy Storefront.
- 1.5. “Communications” means all written communications with Users, including registration applications, confirmations, modifications, terminations, invoices, credits, or other correspondence related to the use or provisioning of the Tucows Services.
- 1.6. “Confidential Information” means all information disclosed by a party, including technical information, software, financial data, and business and marketing plans. Confidential Information shall not include information which
 - i. is publicly available at the time of its disclosure or becomes publicly available though no fault of the receiving party;
 - ii. is lawfully obtained by the receiving party from a third party without restriction; or
 - iii. is known by the receiving party prior to the date of disclosure as demonstrated by the receiving party’s records kept in the ordinary course of business.
- 1.7. “Consent” means any freely given, specific, informed, and unambiguous indication of a data subject’s wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the Processing of Personal Data relating to him or her.
- 1.8. “Contact(s)” are persons or entities associated with domain name records. “Contacts” include the registrant, billing contact, technical contact, administrative contact, or any other contact mandated by the Internet Corporation for Assigned Names and Numbers (“ICANN”) or any Registry, now or in the future.

- 1.9. "Contact Data" includes the true, accurate, and current name, address, telephone number, and email address of a Contact.
- 1.10. "Customer" means the person or entity entering this Agreement with Tucows.
- 1.11. "Data Protection Authority" means an administrative, supervisory, or law enforcement authority or other governmental body with responsibility for the enforcement of Data Protection Laws.
- 1.12. "Data Protection Laws" means any applicable law or regulation concerning data protection and information security that governs the processing of Personal Data under this Agreement, including the European Union's Regulation 2016/679 ("General Data Protection Regulation" or "GDPR").
- 1.13. "DNS" is an acronym that refers to the Internet's "Domain Name System."
- 1.14. "Effective Date" means the later of the two dates on the signature page below or, if the Agreement is executed by electronic means, the first date on which Customer agreed to these terms or began using the Tucows Services.
- 1.15. "OpenSRS" means the Open Shared Registration System developed and managed by Tucows. OpenSRS is a system for the registration of Internet domain names in Supported TLDs, for which Tucows is the Registrar.
- 1.16. "Personal Data" means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.17. "Premium Domain Names" refer to both Registry Premium Domain Names and Aftermarket Premium Domain Names.
- 1.18. "Processing", "Processed" or "Process", when capitalized herein, means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 1.19. "Registrant" or "Registered Name Holder" means the person or organization that has registered a domain name and has the right to use the domain name for a specified period of time on the terms and conditions specified by Tucows and Customer.
- 1.20. "Registrar" means a person or entity accredited by ICANN and/or Registry to facilitate the registration of domain names.
- 1.21. "Registry" means a person or entity that (i) maintains and serves the zone file for a Supported TLD or (ii) maintains and serves digital certification identifiers.
- 1.22. "Registry Premium Domain Names" refers to previously unregistered domains available for purchase at a non-standard price. Registry Premium Domain Names are being purchased directly from the registry.
- 1.23. "Registration Agreement" means the agreement entered into by and between Tucows and each Registrant, in substantially the form attached as Appendix B.

- 1.24. "Shopco.com" refers to the secure e-commerce shopping cart and payment gateway used by Customers using the Legacy Storefront service to settle User payment of services provisioned through the Legacy Storefront. The charge on the User's credit card statement will appear as "Shopco.com".
- 1.25. "Storefront" refers to Tucows' fully hosted e-commerce site for selling and provisioning OpenSRS domains and related services (including, e.g., registration of domain names, Premium Domain Names, Whois Privacy Services, Managed DNS, URL and Email Forwarding). "Storefront" also handles User billing through a secure payment gateway. We are bringing you a new Storefront! Older terms will be indicated by "Legacy Storefront" and our new Storefront terms will simply be "Storefront".
- 1.26. "Sub-reseller" means resellers within the Customer's OpenSRS account which sell OpenSRS products on behalf of the Customer.
- 1.27. "Supported TLDs" means those top-level domains offered by Tucows and which are specified on the Fee Schedule to this Agreement, at Appendix A.
- 1.28. "Supported Certificate Services" means those digital certificate services offered by Tucows for which Customer hereby contracts to sell and which are specified on the Fee Schedule to this Agreement, at Appendix A.
- 1.29. "Term" has the meaning outlined in Section 17 of this Agreement.
- 1.30. "Tucows Services" means the services offered by Tucows in this Agreement and more fully described in Sections 2-15 below.
- 1.31. "User" means a person or entity registering, transferring, renewing, or managing a domain name or digital certificate or otherwise using any of the Tucows Services through Customer.
- 1.32. "Whois Information" means the Contact Data required by each Registrant for each domain name registration.
- 1.33. "Whois Registry" means the publicly accessible directory of Contact Data for domain names, IP addresses, or digital certificates.

2. OPENSRS

- 2.1. Throughout the Term of this Agreement, Tucows shall provide Customer with access to OpenSRS to enable Customer to transmit both
 - a) domain name registration information for the Supported TLDs; and
 - b) digital certificate registration information for the Supported Certificate Services.
- 2.2. In addition to providing customer with access to OpenSRS as specified above, Tucows may provide Customer with the ability to provision a Storefront to facilitate the sale and management of OpenSRS domain services to/for their Users.
- 2.3. Tucows shall provide Customer with the API which will enable Customer to develop its own systems to register those domain names and digital certificates supported by Tucows.
- 2.4. Customer shall submit all data elements as specified in the API to OpenSRS using the appropriate Tucows protocols.

- 2.5. Customer shall use the API, and each of the Tucows Services, in the manner intended, as specified by Tucows from time to time.
- 2.6. Tucows and Customer shall each meet the Processing and security requirements of the Data Processing Addendum, attached as Appendix C.
- 2.7. Customer shall comply with all terms or conditions established by Tucows from time to time to assure the sound operation of OpenSRS.
- 2.8. Customer shall develop and employ all necessary technology to ensure that its connection to OpenSRS and all transmissions between Customer, Users, sub-resellers (if applicable), and OpenSRS that are initiated for the purpose of creating, deleting, or modifying data within the Tucows database or a Registry database are secure. All transmissions shall be authenticated and encrypted using protocol prescribed by Tucows. Customer shall authenticate every connection with OpenSRS using its password and shall notify Tucows within four (4) hours of learning that its password, or the password(s) of any of its sub-resellers, have been compromised in any way. Customer shall inform Tucows by means of written notice as promptly as commercially reasonable upon becoming aware of a security breach which accidentally or unlawfully leads to the destruction, loss, modification, unauthorized disclosure, or access to the Personal Data processed by Tucows.
- 2.9. Customer shall respond to and fix any and all technical problems, if any, in its use of OpenSRS as they arise.
- 2.10. Customer agrees that Tucows, in its sole discretion, may temporarily suspend access to OpenSRS as necessary or appropriate.
- 2.11. Contacting Support: When the customer calls OpenSRS support, Tucows will likely record and archive the conversation. If customer does not agree to this, contact OpenSRS support through online chat, email, or other means as may be available at <https://help.opensrs.com>.

3. DOMAIN NAME REGISTRATIONS

- 3.1. Customer may choose to offer its Users Domain Name Registrations, as described in this, Section 3.
- 3.2. Customer shall use the domain name lookup capability mandated by Tucows in the API or Storefront to determine if a requested domain name is available for registration. This tool may be rate-limited and is a tool used by all Customers; excessive use may result in a fee. Customer explicitly agrees to pay this fee.
- 3.3. Customer agrees that each User must agree to be bound by the terms and conditions of the Tucows User Registration Agreement for each Selected TLD in the form outlined in the Appendix B to this Agreement, and/or such other agreements as Tucows shall post on its website from time to time. Customer may require that its Users agree to additional terms and conditions, provided such terms and conditions do not conflict in any manner with the policies of Tucows, ICANN, a Registry, or any other governing body with appropriate authority over the Supported TLDs.
- 3.4. Customer agrees to implement, and use for each domain name registration, the Consent protocols and procedures mandated by Tucows in the API or Storefront.
- 3.5. If Customer collects Personal Data directly from individuals related to the services provided under this Agreement, it will provide a clear and conspicuous privacy notice to such individuals that

accurately describes that Customer collects, accesses and protects such Personal Data in compliance with applicable laws.

- 3.6. Customer agrees that it will contractually require any third-party provider it uses to support the services under this Agreement to protect the privacy, confidentiality, and security of Personal Data using at least the same level of protection and confidentiality that applies to Customer under this Agreement. Customer agrees that if it elects to register domain names under this, Section 3, for its own account, in which it will be both “Customer” and “User” under the terms of this Agreement, that for each such domain name registration, it will be bound by the terms and conditions of the Tucows User Registration Agreement for each Selected TLD in the form outlined in Appendix B to this Agreement, and/or such other agreements as Tucows shall post on its website from time to time. The act of registering a domain name is assent to such Tucows User Registration Agreement(s).
- 3.7. If Customer is not an ICANN-accredited registrar, Customer shall not display the ICANN or ICANN-Accredited Registrar logo, and shall not otherwise represent itself as accredited by ICANN.
- 3.8. Customer shall identify Tucows as the sponsoring registrar upon inquiry from a User.
- 3.9. Customer understands that the registration and use of domain names is governed, in part, by rules and contracts issued by the Internet Corporation for Assigned Names and Numbers (“ICANN”) and agrees to abide by all applicable ICANN policies, as published from time to time at icann.org. Customer explicitly agrees that violation or refusal to comply with of any ICANN policy is a violation of this Agreement and may result in immediate termination of this Agreement. ICANN policies require, among other things, that registrars maintain certain registration and transaction information during the lifecycle of a domain name and for a period of three years after a domain name has expired and that such information be provided to ICANN upon request in conjunction with any ICANN-initiated audit. To fulfill these ICANN requirements, Customer agrees that it will maintain:
 - a) in electronic, paper, or microfilm form, all written communications constituting registration applications, confirmations, modifications, or terminations and related correspondence with Users, including registration contracts, registration IP addresses and registration timestamps; and
 - b) in electronic form, records of the accounts of all Users, including dates and amounts of all payments and refunds in conjunction with domain name registrations. Upon request by Tucows, Customer will provide any information identified in this, Section 3.7, to Tucows within two (2) business days and otherwise cooperate with Tucows in any compliance, regulatory or legal issue arising out of the registration of domain names.
- 3.10. Customer agrees not to register names using any proxy contact information or privacy services unless customer uses Tucows’ WHOIS Privacy service OR customer displays a conspicuous notice to registrants at the time an election is made to use such privacy or proxy service that their data is not being escrowed. Customer agrees to, at its own expense, indemnify, defend and hold harmless Tucows and its employees, directors, officers, representatives, agents, affiliates and third party beneficiaries (including Tucows’ suppliers), against any claim, suit, action, or other proceeding brought against Tucows based on or arising from the customer using their own proxy contact information or privacy service.
- 3.11. Any registration agreement used by Customer shall include all registrant registration agreement provisions and notices required by Tucows’ “Appendix B” agreement, located at <http://www.opensrs.com/docs/contracts/exhibita.htm>, and shall identify the sponsoring registrar or provide a means for identifying the sponsoring registrar, such as a link to the InterNIC Whois lookup service.

- 3.12. Customer shall include a link to ICANN's Registrants Education Materials at <https://www.icann.org/resources/pages/educational-2012-02-25-en>, and to ICANN's Registrant Rights and Benefits page at <https://www.icann.org/resources/pages/benefits-2013-09-16-en>. Customer agrees both links will be located in a conspicuous place on their website.
- 3.13. Customer shall assist in the facilitation of transfers of domain name registrations from another registrar to Tucows, and vice versa, according to the policies of ICANN and/or any applicable Registry. Customer shall not interfere in any manner with any transfers.
- 3.14. Customer acknowledges that in the event of a dispute concerning the time of entry of a domain name registration into a Registry's database, the time shown in that Registry's records shall prevail.
- 3.15. In the event of any dispute involving a domain name registration, Customer shall provide all reasonable assistance to Tucows, the Registry and/or any court or arbitrator considering the dispute. At Tucows request, Customer shall forward copies of all Communications to Tucows.
- 3.16. Tucows shall provide Customer with access to each of Customer's Users in order that Customer can make changes to domain name information on behalf of the User. Customer expressly acknowledges and agrees that it shall modify User account information in accordance with the instructions of the User and the policies of Tucows. In the event that a dispute arises between Customer and a User as a result of any modification to a User's account, Customer shall fully defend and indemnify Tucows from any and all liability arising out of the dispute, including as provided in the Agreements. In the event Customer declines or is unable to meet its defense and indemnification obligations under this Paragraph, Tucows shall have the right, in its sole discretion, to resolve the dispute in the manner it deems most expeditious. Tucows reserves the right to revoke Customer's access to modify User domain names at any time.
- 3.17. Customer understands that each TLD has its own requirements, including some with limitations for registrants. Customer acknowledges and understands that, by selling domains in each TLD, it is agreeing to be bound by that TLD's Registry rules and policies, including as they are updated. Customer is responsible for monitoring the Registry's site on a regular basis. Tucows keeps a list of TLDs and links to their respective policies available at https://opensrs.com/wp-content/uploads/TLD_clauses.html but the policies available at the specific TLD's registry always control. Customer understands and agrees to passthrough any TLD rules, policies, and requirements the User, upon registration and at relevant times thereafter.
- 3.18. Customer understands and agrees to identify themselves as a reseller of Tucows Services on their website. Customer understands and acknowledges that Tucows may, from time to time, be required by the registry operator to inform registrants directly by email of new or changed published policies or codes of practice.
- 3.19. Customer is required to publish fees for domain renewals, including post-expiration renewal fees (if different) and also redemption/restore fees on their website. Additionally, those fees must be included in registration agreements. At a minimum, these fees must be clearly displayed on their website and a link to these fees must be included in customer registration agreements. Customers that do not offer or provide registrar services through a website must at least include the fees in their registration agreements.
- 3.20. Customers must describe on their websites (if used) the methods used to deliver pre- and post-expiration notifications. At a minimum, resellers must list the fact that the day 30, day 5 and day 3 notices are sent via email. This notice must also be included in the customer's terms of service.

4. SUB-RESELLERS

- 4.1. Customer may choose to allow its own Users (“sub-resellers”) to offer services using Tucows’ domain name registration and Personal Names services. Customer acknowledges sub-resellers are not in turn able to offer sub-reseller services using OpenSRS.
- 4.2. Customer accepts responsibility for the actions of its sub-resellers, and agrees to adhere its sub-resellers to all the conditions set forth both in this agreement and Appendix B.
- 4.3. Customer agrees to provide all necessary sales and technical support to its sub-resellers and related customers.
- 4.4. Customer acknowledges Tucows is not responsible for providing support to its sub-resellers, or customers of its sub-resellers, but may choose to provide support to them at its discretion.
- 4.5. When funding a sub-reseller’s balance, Customer agrees and acknowledges that Customer is financially responsible to Tucows for any of the Tucows services consumed or used by sub-resellers. In all other cases, Customer agrees and acknowledges that Customer’s sub-resellers are financially responsible to Tucows for any of the Tucows services consumed or used by sub-resellers.

5. TRUST SERVICES

- 5.1. Customer may choose to offer its Users Trust Services (SSL Certificates, Website Security and Privacy), as described in this, Section 5.
- 5.2. Customer agrees that each User must agree to be bound by the terms and conditions of the registration agreements in the forms specified by each Trust Service registry as found at the following URLs:
 - a) **GeoTrust** brands Subscriber Agreements: <https://www.digicert.com/legal-repository/>
 - b) **Thawte** brands Subscriber Agreements: <http://www.thawte.com/repository/index.html>
 - c) **Symantec** brands Subscriber Agreements: <https://www.websecurity.symantec.com/legal/repository>
 - d) Digicert brands Subscriber Agreements: https://www.digicert.com/docs/agreements/DigiCert_CSA_20101217.pdf
 - e) **Trustwave** brands Subscriber Agreements: <https://ssl.trustwave.com/CA/>
 - f) **Comodo** brands Subscriber Agreements: <http://www.comodo.com/about/comodo-agreements.php>
 - g) **SiteLock** Policies and Customer Agreements: <http://www.sitelock.com/terms.php>

Customer may require that its Users agree to additional terms and conditions, provided such terms and conditions do not conflict in any manner with the policies of Tucows or any entity.

6. MANAGED DNS

- 6.1. Customer may choose to offer its Users Managed DNS Services, as described in this, Section 6.
- 6.2. “Managed DNS Services” includes
 - a) zone record management, to add, delete or modify DNS records such as A, CNAME, and MX records;
 - b) domain forwarding, to forward one domain name to another;
 - c) sub-domain forwarding, to forward a subdomain to another domain;

- d) URL framing, to forward a domain to another domain while keeping the URL static;
- e) domain templates, to point a domain name to parked, "for sale," "coming soon," or similar standard web pages;
- f) subdomain delegation, to delegate authority of a subdomain to another user; and
- g) secondary DNS, to allow Customer and Users to create a back up zones for their primary DNS Service using Tucows nameservers.

7. WHOIS PRIVACY SERVICE

- 7.1. Customer may choose to offer its Users a Whois Privacy Service, as described in this, Section 7. For purposes of this Agreement, any User who opts to use this Whois Privacy Service is a "Privacy Registrant."
- 7.2. Each Privacy Registrant must provide true, accurate and current Contact Data to Customer and Tucows. Tucows will keep the Privacy Registrant's Contact Data on file in accordance with the Tucows User Registration Agreement but will include the following information in the publicly available Whois Registry:
 - a) "contactprivacy.com" shall appear as the Registrant and Contact(s);
 - b) Tucows postal address and a Tucows assigned email address and telephone number shall appear on behalf of the Registrant and the Contact(s);
 - c) the primary and secondary name servers shall be those designated by the Registrant;
 - d) the original date of registration and the expiration of each domain name; and
 - e) Tucows will be identified as the registrar of record.
- 7.3. Each Privacy Registrant will retain complete control over the domain name and its registrations records and may suspend and reinstate the Whois Privacy Service as desired.
- 7.4. The Whois Privacy Service may be purchased for both new and existing domain name registrations. Existing policies regarding refunds for new domain name registrations will also apply to the Whois Privacy Service.
- 7.5. The Whois Privacy Service may be applied to transfers to Tucows but will only commence when the transfer of the domain name has been completed and the registration is in the Tucows database. The Whois Privacy Service must be disabled in order to transfer a domain name registration away from Tucows. Registrations will leave the Tucows database with the Registrant's Contact Data and not the Privacy Registrant data elements specified in Section 7.2 above.
- 7.6. The Whois Privacy Service will be provided until it is cancelled by Customer or the Privacy Registrant.
- 7.7. Communications received by Tucows with respect to a particular domain name registered to a Privacy Registrant will be handled as follows:
 - a) Tucows will forward to the Registrant all correspondence received by registered mail or traceable courier. This information may be opened, scanned and emailed to the Registrant. Regular postal mail will be discarded or returned to sender at Tucows discretion;
 - b) Email correspondence will be forwarded according to the instructions of the Registrant as they appear in Tucows records;
 - c) A voice mail message will advise all callers that inbound messages will not be accepted; calls will be directed to the contactprivacy.com web site where written messages will be forwarded according to the Privacy Registrant's instructions.
- 7.8. Tucows shall have the right, at its sole discretion and without liability to Customer or the Privacy Registrant, to reveal Registrant and Contact Whois Information under the following circumstances:

- a) when required by law;
- b) in the good faith belief that disclosure is necessary to further determination of an alleged breach of a law;
- c) to comply with a legal process served upon Tucows;
- d) to resolve any and all third party claims including but not limited to ICANN's or a Registry's dispute resolution policy; or
- e) to avoid financial loss or legal liability or if Tucows believes that the Registrant is using the Whois Privacy Service to conceal its involvement with illegal, illicit, objectionable or harmful activities or to transmit spam, viruses, worms or other harmful computer programs.

7.9. In the event that Tucows receives a formal complaint, notice of claim or UDRP, Tucows will have the right to disable the Whois Privacy Service pending final disposition of the matter.

8. PARKED PAGES

- 8.1. Customer may choose to offer its Users Parked Pages, as described in this, Section 8.
- 8.2. New domain name registrations that have not yet propagated through the Internet and domain name registrations that have expired but have not yet been deleted from the registry may be redirected to a stagnant default or parked page.
- 8.3. Participating Customers may elect to customize parked pages to reflect their branding. Tucows shall maintain the content of each parked page and may post pay per click advertisements at its discretion.
- 8.4. Net revenue generated from advertisements from Parked Pages provisioned through the Tucows API shall be distributed between Tucows and Customer in accordance with the Fee Schedule attached as Appendix A and shall be deposited in Customers account on a monthly basis. Customers using Storefront will not be eligible to participate in the revenue sharing described in this Section.
- 8.5. Customers may opt out of the Parked Pages program generally or on a domain-by-domain basis.

9. AUCTION SERVICES

- 9.1. Every Registrant who registers a domain name with or through the Customer has the right to use the domain name only for the time period of the registration agreement, as set out in this Agreement and its Appendices, and as paid by Customer and/or its Users and Registrants. After a domain name registration expires, Tucows reserves the exclusive right to offer the registration to other Users and Registrants through the use of Tucows Auction Services, as described in this, Section 9.
- 9.2. For its Auction Service, Tucows will make available for auction to the general public on Tucows' auction partner(s) website(s) a list of certain domain names in the Supported TLDs, selected by Tucows, which are scheduled for deletion. All existing grace and redemption periods will continue to apply, notwithstanding the fact that a name has been posted for auction, except for domain names that are considered sold at auction. If the name is sold at auction, it will be acquired by a third party and will not remain available for re-registration after our stated grace period.

10. PREMIUM DOMAIN NAMES

- 10.1. Customer may choose to offer its Users Premium Domain Names, as described in this, Section 10.
- 10.2. Tucows' Aftermarket Premium Domain Names Service aggregates domain names currently registered to third-parties, but available for purchase through a variety of market channels, into a single channel accessible by Customer delivered through a data feed and/or API. The Aftermarket Premium Domain Names Service presents domain names to Customer and/or its Users for sale at a fee set by the current domain name registrant and/or its agent. If the Customer and/or its User agrees to pay the fee set by the current registrant of an Aftermarket Premium Domain Name, Tucows will facilitate a sales transaction that, if successful, will result in the transfer of the domain name from the current registrant to Customer and/or Customer's User.
- 10.3. For any Aftermarket Premium Domain Name sold under this Agreement, Customer agrees to charge its Users an amount equal to, or less than, the price set by the current domain name registrant, and presented to Customer by Tucows' Aftermarket Premium Domain Names Service.
- 10.4. If, at any time within 180 days after sale of an Aftermarket Premium Name, Customer determines that payment for a Aftermarket Premium Name has been subject to a chargeback, then, upon notification and condition that the Aftermarket Premium Name in question has been returned to Tucows' control, Tucows shall issue a credit to Customer for the amount paid for such Aftermarket Premium Name.
- 10.5. Tucows' Registry Premium Domain Names Service provides Customer and/or its Users access, through a data feed and/or API, to an inventory of currently unregistered Registry Premium Domain Names available for registration directly from registries at a price that differs from the price applicable to non-premium registrations in the respective top-level domain.
- 10.6. Customer may elect to offer Registry Premium Domain Names through Tucows in one or more of the Registry Premium Domain Name categories listed in Appendix A by enabling their account for such categories. Customer acknowledges that enabling their account for any of the Registry Premium Domain Name categories will result in domain availability searches returning non-registered Registry Premium Domain Names as available. Customer is responsible for ensuring that their systems and interfaces are ready to support Registry Premium Domain Names, and in particular, are able to recognize and confirm to Tucows at the time of transaction, the non-standard fees for Registry Premium Domain Name registrations, renewals and/or transfers. Tucows will not issue any partial or full refund for a Registry Premium Domain Name registration, renewal or transfer transaction.
- 10.7. For any registered Registry Premium Domain Name, Tucows will not offer an auto-renewal option to Customer, and all such names will be set to expire at the end of their respective registration period. In the event that Customer intends to extend the registration period of such Registry Premium Domain Name, Customer is required to submit an explicit renewal request to Tucows.
- 10.8. Customer shall not condition a User's purchase of a Premium Domain Name on the purchase of any other good or service from Customer. Nothing in this Agreement, however, shall restrict Customer's ability to provide its users with additional value or present additional services or goods to its Users for sale as an additional purchase option.
- 10.9. Customer shall present the Premium Domain Names Services Data to its Users as provided to it by Tucows without alteration or editing, except for the addition of branding, logos or other identification information for Customer. Customer shall use only the current Premium Domain Name Sales Services Data, as provided by Tucows through the live Tucows API, and shall not copy, store, archive, warehouse or repurpose the Premium Domain Name Sales Services Data.

Customer shall not give, sell, lease, license or rent the Premium Domain Name Sales Services Data, live or historic, to any third party.

11. PERSONAL NAMES SERVICE

- 11.1. Customer may choose to offer its Users Personal Names, as described in this, Section 11.
- 11.2. Tucows' Personal Names Service allows Customer to offer Users either or both
 - a) email service; and/or
 - b) website service through the shared use of Tucows' Personal Domain Names. Personal Domain Names correspond to a users' last name or affiliation, such as "SMITH.NET." An email address provisioned under the Personal Name Service would be of the type <USER>@smith.net, and a provisioned website would be named <USER>.smith.net.
- 11.3. For each Personal Name provisioned under this service, User shall be entitled to one (1) email box and one (1) third-level website. For each Personal Name provisioned, the User's name in the email address and the User's selected name in the third-level website must match and be identical.
- 11.4. For all email services provisioned under the Personal Names Service, Customer shall require User to abide by the terms and conditions, including the Acceptable Use policies, of Tucows' Email Services Contract, as it may be updated from time to time (<https://opensrs.com/email-contract>).

12. FEES

- 12.1. Customer agrees to keep its account pre-funded; if at any time, its balance drops below zero that will be considered a material breach of this Agreement. This applies to any sub-resellers of Customer.
- 12.2. Customers shall pay to Tucows the non-refundable amounts set forth on the Fee Schedule attached as Appendix A with respect to each Tucows Service used by Customer. Tucows reserves the right to adjust the Fee Schedule from time to time upon notice to Customer.
- 12.3. All payments due to Tucows shall be made without any deduction or withholding on account of any tax, duty, charge, or penalty except as required by law, in which case, the sum payable by Customer from which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, Tucows receives and retains (free from any liability with respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required.
- 12.4. Tucows will bill Legacy Storefront Customer's Users directly for domain services provisioned through Customer's Legacy Storefront. Payment will be processed through the Shopco.com payment gateway and appear on the Users credit card statement as "Shopco.com" a transaction. The Legacy Storefront Customer sets the retail selling price that their User pays. Legacy Storefront Customers will earn a commission on every transaction originating from their Legacy Storefront and successfully processed via Shopco.com payment gateway. All Legacy Storefront transactions processed through the Shopco.com payment gateway are subject to both (a) a nine percent (9%) payment processing fee and (b) if applicable, a thirty-five dollar (\$35) transaction fee on any credit card transaction for which the credit card holder issues a chargeback and Tucows loses the chargeback appeal. All processing and transaction fees shall be paid, in the first instance, from Customer's (or sub-reseller's, where applicable) funds on account with Tucows. Tucows will deduct the amounts indicated on our domain pricing page. Legacy Storefront Customers shall earn commission on the sale of OpenSRS domain services sold via Legacy Storefront.

- 12.5. Tucows will bill Storefront Customer's Users directly for domain services provisioned through Customer's Storefront. Payment will be processed through Customer's Stripe payment gateway account. The Storefront Customer sets the retail selling price that their User pays. Storefront Customers will earn a commission on every successful transaction originating from their Storefront. All Storefront transactions are subject to both (a) a three percent (3%) payment processing fee plus \$0.95 transaction fee and (b) if applicable, a thirty-five dollar (\$35.00) transaction fee on any credit card transaction for which the credit card holder issues a chargeback and Tucows loses the chargeback appeal. All processing and transaction fees shall be paid immediately, in the first instance, at the time of the User's purchase from Customer's Storefront or at the time of chargeback, as applicable. Tucows will deduct the amounts indicated on our domain pricing page. Storefront Customers shall earn commission on the sale of OpenSRS domain services sold via Storefront.
- 12.6. ICANN and registry fees charged to Tucows change from time to time. Tucows reserves the right to adjust relevant prices charged to Customer should ICANN or any registry adjust their fees.
- 12.7. Prior to using or provisioning any of the Tucows Services, API Customers shall forward a sum agreed by the parties to Tucows to be held on account. As Tucows Services are used by Customer, Customer's account balance shall be reduced. Tucows shall maintain a record of Customer's account balance which shall be accessible by Customer. If Customer's account balance is fully depleted at any time, Customer shall not be permitted to use or provision any additional Tucows Services until such time as Customer's account balance is restored.
- 12.8. Tucows reserves the right to require minimum order levels and to modify those minimums from time to time.
- 12.9. OpenSRS accepts pre-payment by wire transfer, check, international money order, credit card, and Automated Check Handling (direct withdrawal). We do not accept payments remitted in currencies other than U.S. Dollars (USD). Funds deposited into your Reseller account by credit card are subject to a 3% processing fee. Funds deposited into your reseller account via any other payment method may be subject to a fee from your local bank (OpenSRS does not charge a fee). This fee is charged on your deposit (pre-tax), with the remainder being placed in your account.
- 12.10. All chargebacks and disputed payment amounts are subject to a thirty-five dollar (\$35) fee, which may immediately be imposed upon your account.
- 12.11. Excessive use of the domain name lookup tool may result in a fee. Customer is responsible for payment of this fee.
- 12.12. Payments may be submitted by Customer to Tucows in the following manners:

BENEFICIARY BANK:

BMO Harris Bank, Chicago, IL

SWIFT: HATRUS44

Name: Tucows.com Co

Account #: 4302618

Alternatively, U.S. dollar wire transfers can also be submitted to:

INTERMEDIARY BANK:

Wells Fargo NA

SWIFT: PNBUS3NNYC

ABA: 026005092

FINAL BANK:

Bank of Montreal

Toronto Branch
100 King Street West
Toronto, Ontario
M5X 1A3 CANADA

BENEFICIARY:

Tucows.com Co

SWIFT: BOFMCAM2

Account #: 00024605193

Customer agrees that all wire transfer charges will be the responsibility of the remitter.

Via cheque made payable to Tucows.com Co. and delivered to:

Tucows.com Co.
96 Mowat Avenue
Toronto, Ontario M6K 3M1
CANADA

Via credit card by submitting payment through the RWI / Profile Management / Online Credit Card Payment.

- 12.13. Legacy Storefront commissions are paid monthly. Checks are mailed to the Customer on or around the last day of each month and are paid in arrears. (For example, October's commissions are cut and mailed on or around November 30.) Commission checks are only generated when the Customer has earned at least \$100.00 in commissions. If the minimum \$100.00 commission has not been earned in a particular month, monies earned are not lost, but are carried over to the next month. A Customer who has not generated a referral fee within a twelve-month period shall forfeit any earned, but unpaid commissions. Upon closure of a Legacy Storefront account, no refunds will issue for any remaining amount less than \$50.00.
- 12.14. Storefront commissions are paid monthly. Bank deposits are made to Customer's supplied bank information on or around the last day of each month and are paid one month in arrears. (For example, October's commissions are processed and deposited on or around November 30.) Bank deposits are only generated when the Customer has earned at least one hundred dollars (\$100.00) in commissions. If the minimum commission has not been earned in a particular month, monies earned are not lost but are carried over to the next month. A Customer who has not generated a commission within a twelve-month period shall forfeit any earned but unpaid commissions. Upon closure of a Storefront account, no refunds will issue for any remaining amount less than fifty dollars (\$50.00).

13. GOMOBI SERVICE

- 13.1. Customer may choose to offer its Users goMobi, as described in this, Section 13.
- 13.2. goMobi allows Customer to offer Users the ability to publish a mobile website.
- 13.3. Customer agrees to ensure each user of goMobi agrees to the goMobi end user agreement, located at <http://www.opensrs.com/resources/contracts-payments/contracts>.

14. TRADEMARK CLEARINGHOUSE

- 14.1. Customer may choose to offer its Users access to the Trademark Clearinghouse as described in section 14.
- 14.2. Trademark Clearinghouse allows Customer to offer Users the ability to register trademarks in a central database in order to participate in the sunrise phase for new gTLDs.
- 14.3. Customer agrees to ensure each user of the Trademark Clearinghouse agrees to the Tucows and Trademark Clearinghouse end user agreement, located at <http://www.opensrs.com/site/resources/agreements>.

15. REGISTRY LOCK

- 15.1. Customer may choose to offer its Users Registry Lock service, as described in Section 15.
- 15.2. The Registry Lock service allows Customer to offer Users the ability to add additional security to their domain name(s) to prevent unauthorized modifications or transfers.
- 15.3.1. Customer agrees to the terms of service listed on the registry website for the TLD in question and will require the User to accept the terms and services.
- 15.4. The Registry Lock service is billed annually, with the limit of 5 annual changes per domain. Any additional changes are subject to additional fees.
- 15.5. The Registry Lock service is automatically set to auto-renewal, and Customer must submit a request 30 days before the auto-renewal date to cancel the service.
- 15.6. Customer will facilitate the initial request from their User and handle all billing between Customer and User.
- 15.7. Upon service initiation, Tucows will reach out to User to finalize setup of Registry Lock service.
- 15.8. Customer agrees that Tucows has permission to speak with User on any matters related to Registry Lock, including handling modifications to domain names using the Registry Lock service. Tucows will also set up authorized personnel and passphrase directly with User.
- 15.9. Registry lock is not available for all TLDs, please visit our website for list of supported TLDs.

16. LICENSE

- 16.1. Subject to the terms and conditions of this Agreement, Tucows hereby grants Customer and Customer accepts a non-exclusive, non-transferable, limited license to use the API and the Legacy Storefront and new Storefront. The API, the Legacy Storefront, and the new Storefront will enable Customer to use OpenSRS to facilitate the registration of domain names by Tucows on behalf of its Users.
- 16.2. The use of OpenSRS software, which comprises the API, shall be governed by the GNU General Public License, which should be accessed and reviewed on <http://www.gnu.org/copyleft/gpl.txt>. The use of either the Legacy Storefront or the new Storefront software shall be governed by the Tucows Software License, which should be access and reviewed at <https://opensrs.com/wp-content/uploads/2014/09/Storefront-License.doc>

- 16.3. Tucows may from time to time make modifications to the Software and the API licensed hereunder that will enhance functionality or otherwise improve OpenSRS and either Storefront.

17. TERM OF AGREEMENT

- 17.1. This Agreement shall commence on the Effective Date and continue until the earlier of the following:
- a) termination by either party upon thirty (30) days written notice,
 - b) termination for cause, as defined more fully in this, Section 17; or
 - c) Tucows' election to terminate any or all of its service offering in which case Tucows shall provide Customer with all reasonable notice of termination as is practicable.
- 17.2. If: either Party (or, in the case of Customer, an agent or User of Customer) materially breaches any term of this Agreement, and such breach is not cured within thirty (30) calendar days after written notice thereof is given by the other Party, then the non-breaching Party may, by giving written notice thereof to the other Party, terminate this Agreement as of the date specified in such notice of termination.
- 17.3. In addition to the foregoing termination rights, if Tucows, in its reasonable discretion, determines that Customer has breached any provision of this Agreement, is in violation of any Tucows, ICANN or Registry policy or regulation as amended from time to time, has failed to provide adequate support to Users, or is engaging in conduct that breaches or may put Tucows in breach of any law or regulation, Tucows may suspend Customer's or Customer's Users' access to any or all of the services described in this Agreement, pending the cure of such breach or violation, or change of such conduct, to Tucows' satisfaction acting reasonably. Tucows may require Customer to terminate any User in breach of its EULA or Tucows' policies.
- 17.4. Upon termination, Customer's access to the services described in this Agreement shall cease.

18. SUPPORT SERVICES

- 18.1. Tucows shall provide telephone, website, and email support for the services described in this Agreement for Customer only.
- 18.2. Customer shall bear sole responsibility for providing support to Users with respect to any and all services described in this Agreement, including but not limited to all billing and technical support.

19. MAINTENANCE AND SUSPENSION OF SERVICES

- 19.1. Customer shall employ all necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the API in conjunction with Customer's systems. Tucows may from time to time perform maintenance on or otherwise suspend and temporarily shut down the Tucows Services.
- 19.2. Notwithstanding the foregoing, Tucows may, in its unilateral discretion, immediately suspend any or all of the Tucows Services if Tucows deems it necessary for the security and stability of its systems or those of its customers.
- 19.3. Customers using either Storefront product are subject to suspension if one or more the following conditions exist:

- a) Customer's Legacy Storefront or new Storefront account is inactive for a period of 12 months (as demonstrated by, for example, fact that Customer has not logged into its control panel for a substantial period of time, Customer's account information is out of date or Customer has not responded to Tucows' status or other inquiries).
- b) Customer's Users contact Tucows to report unresponsive or poor customer service.
- c) Customer has not provided Tucows with a proper tax identification number.
- d) Customer's transactions are subject to an unacceptable level of fraud, as determined by Tucows or by Stripe, each in its sole discretion.

20. SECURITY

- 20.1. Although information transmitted to Tucows is stored in operating environments which Tucows believe are within industry standards for security, Customer agrees, and shall ensure that its Users are advised and agree, that no data transmission over the Internet can be guaranteed 100% secure. Tucows is not responsible for any interception or interruption of any communications through the Internet. Tucows is not responsible for any interception or interruption of any communications through the Internet.
- 20.2. Customer agrees that it and its Users are responsible for maintaining the security of access codes, authorization codes, and passwords and will ensure its Users are so advised and agree.

21. REPRESENTATIONS AND WARRANTIES

- 21.1. Each signatory below represents and warrants it has the authority to bind itself, its company or whatever other form of legal organization it represents in signing this Agreement.
- 21.2. Customer acknowledges and agrees that Tucows does not guarantee that the API or any of the Tucows Services will meet the requirements of Customer or its Users. The API and the Tucows Services are provided "as is" without any warranty of any kind.
- 21.3. Independent third parties may supply some or all of components of the API or the Tucows Services. While Tucows makes every effort to ensure the accuracy of all information presented to its customers, Tucows makes no warranty as to the accuracy of any such information.
- 21.4. WITH REGARD TO THE API AND THE TUCOWS SERVICES, TUCOWS (AND EACH OF ITS SUPPLIERS): (A) EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, TITLE, NON-INFRINGEMENT, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS; (B) DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE API OR THE TUCOWS SERVICES WILL MEET THE CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF THE API OR THE TUCOWS SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE API OR TUCOWS SERVICES WILL BE CORRECTED; AND (C) NEITHER WARRANTS NOR MAKES ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF API OR THE TUCOWS SERVICES, OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, QUALITY, RELIABILITY, OR OTHERWISE. SHOULD ANY OR ALL OF THE API OR THE TUCOWS SERVICES PROVE DEFECTIVE, IN WHOLE OR PART, THE CUSTOMER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.
- 21.5. TUCOWS AND ITS SUPPLIERS 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, SOFTWARE OR HARDWARE; (F) LOST EMAIL OR (G) PUNITIVE DAMAGES; EVEN IF TUCOWS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE SOLE REMEDY BELOW FAILS OF ITS ESSENTIAL PURPOSE.

- 21.6. CUSTOMER'S SOLE REMEDY IN THE CASE OF ANY LOSS OR DAMAGE RESULTING FROM ANY MISREPRESENTATION, BREACH OF CONTRACT, NEGLIGENCE, ERROR, OR DEFECT IN THE API OR THE TUCOWS SERVICES SHALL BE TERMINATION OF THIS AGREEMENT, AND THE RETURN OF ANY UNUSED DEPOSIT.

22. DEFENSE AND INDEMNITY

- 22.1. Customer, at its own expense, will indemnify, defend, and hold harmless Tucows and its employees, directors, officers, representatives, agents, and affiliates against any third-party beneficiaries (including Tucows' suppliers), against any claim, suit, action, or other proceeding brought against Tucows based on or arising from any claim or alleged claim
- a) relating to any product or service of Customer or its sub-resellers, including, but not limited to, Customer's advertising, systems and other processes, fees charged, billing, trade, and competition practices and customer service; or
 - b) relating to any agreement with any User of Customer; or
 - c) arising out of any trademark or copyright claim involving a domain name registered through Customer. Customer or its sub-resellers will not enter into any settlement or compromise of any such indemnified claim without Tucows' prior written consent, which consent shall not be unreasonably withheld. Customer will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by Tucows in connection with or arising from any such indemnified claim, suit, action or proceeding.
- 22.2. If Tucows is threatened with suit by a third party, it may seek written reiteration of Customer's indemnification obligations; any failure by Customer to provide said written assurance may result in suspension or termination of its account.

23. INTERPRETATION AND ENFORCEMENT

- 23.1. This Agreement shall be governed and construed under the laws of Ontario and Canada, including their choice of law provisions, and the exclusive venue shall be in Toronto, Ontario.
- 23.2. This Agreement may be executed in two or more counterparts, each deemed an original, and all of which together shall constitute one and the same contract.
- 23.3. This Agreement may be modified by Tucows without the written consent of Customer, so long as the amendment or modification is generally applicable to all Customers and Tucows provides reasonable notice of the changes to Customer.
- 23.4. This Agreement binds and benefits only the parties and their respective successors and permitted assigns. Customer shall not assign this Agreement without the prior written consent of Tucows, such consent not to be unreasonably withheld.

- 23.5. Each Party agrees it has had the opportunity to obtain independent legal advice for the review and negotiation of this Agreement, and no ambiguity will be presumptively construed against Tucows.
- 23.6. Each party agrees that all restrictions in this Agreement are reasonable and valid and waives all defenses to strict enforcement of this Agreement to the fullest extent permitted by law.
- 23.7. Each party agrees that a violation of any intellectual property usage, confidentiality, non-solicit or policy related provisions of this Agreement will result in immediate and irreparable damage to the other party which shall then, in addition to any other rights to relief, be entitled to temporary and permanent injunctions and such other relief as any court of competent jurisdiction may deem just and proper, without posting of any security or proof of actual damage.
- 23.8. Each party agrees that neither shall be liable for any delay or failure to perform if such delay or failure is due to any contingency beyond its reasonable control including acts of God, war, explosion, fire, flood or civil disturbance, or failure of a supplier to fulfill its obligations.
- 23.9. Each party agrees that expiration or termination will not relieve either party from its obligations arising hereunder prior to such expiration or termination. Rights and obligations which by their nature would ordinarily be expected to survive expiration or termination will remain in effect.

24. MISCELLANEOUS

- a. Each party agrees to execute such further documents reasonably requested by the other party to achieve the intent of this Agreement.
- b. This Agreement is the entire agreement between the parties, superseding all prior understandings, oral or written, relating to the subject matter of this Agreement.
- c. Nothing in this Agreement creates an agency, partnership, joint venture, employment, franchise, distributorship, dealership or other similar or special relationship between the parties, who only intend to establish the relationship of independent contractors.
- d. No provision hereof shall be deemed waived by any act, delay, omission or acquiescence on the part of either party or their respective employees or agents, nor shall any waiver by either party of a breach or default of a provision by the other, constitute a change in the terms hereof or waive any subsequent breach.
- e. All notices shall be in writing and either sent via facsimile, registered mail, courier, or by electronic mail. Notices shall be deemed received: upon actual receipt, if by courier; on the date indicated in the return receipt, if sent by registered mail; upon confirmation, as evidenced by a fax transmittal sheet; or upon confirmation, as evidenced by a delivery receipt, if sent electronically. All notices should be sent to the attention of the General Counsel, if to Tucows, and to the attention of the President, if to Customer, at the address set forth below.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the Effective Date.

for Customer by:

_____ Dated: _____

Name of Company (Please Print)

Name: _____

Title: _____

for Tucows.com Co. by:

Dated: _____

Name: _____

Title: _____

**APPENDIX A
MASTER FEE SCHEDULE**

DOMAIN NAME REGISTRATIONS/RENEWALS/TRANSFERS

Unless otherwise noted, all fees listed below are in United States Dollars for (a) each one year registration, or any portion of a year if registered for less than a year; (b) each one year renewal, or any portion of a year, if applicable; and, (c) each one year transfer or any portion of a year, if transferred to Tucows for less than a one year period.

Tucows reserves the right to change prices. We will provide you with at least thirty (30) days' notice before any price change. It is your sole responsibility to periodically review pricing information provided by Tucows through the OpenSRS platform or through other methods of communication, including newsletters, emailing, or direct contact with your designated account manager.

For up to date pricing for all top-level domains, please visit <https://opensrs.com/services/domains/domain-pricing/>.

* * * * *

TRUST SERVICES

Unless otherwise noted, all fees listed below are in United States Dollars for each product.

For up to date pricing for SSL Certificates, please visit <https://opensrs.com/services/ssl/>.

* * * * *

MANAGED DNS

Managed DNS Service is **FREE EXCEPT** if the ratio of domains for which Tucows provides Managed DNS Service to the number of domains registered with or through Tucows exceeds 5:1, Tucows reserves the right to charge Customer \$0.25 (twenty-five U.S. cents) per record per month for the service.

* * * * *

WHOIS PRIVACY SERVICE

Whois Privacy Service is **\$0.50/year** per domain.

* * * * *

PARKED PAGES PROGRAM

API Customers shall receive fifty (50) per cent of the actual revenue received by Tucows in association with each domain name registration participating in the parked pages program.

* * * * *

AFTERMARKET PREMIUM DOMAIN NAMES

API Customers shall pay to Tucows an amount equal to the agreed price of the domain name at the time an offer to sell a name is accepted by Customer on behalf of itself or a User. Tucows shall withdraw such sums from Customer's funds on account.

In consideration for the sale of an Aftermarket Premium Domain Name through Tucows' Premium Sales Services, and in the event that Tucows receives a commission from the current registrant or its agent, Tucows may, in its sole discretion, pay a share of such commission of up to ten percent (10%) of the price of the Aftermarket Premium Domain Name at the time of Acceptance to API Customer. Such fees shall be paid to API Customer by Tucows in U.S. Dollars within two (2) business days after Closing.

Legacy Storefront and new Storefront Customer's Users credit cards will be billed the amount equal to the agreed price of the domain name at the time an offer to sell a name is accepted by Legacy Storefront or new Storefront on behalf of a User via the Shopco.com Payment Gateway.

Tucows shall withdraw nine percent (9%) payment processing fee from the agreed price of the domain name in payment of the Legacy Storefront Shopco.com Payment Processing Fee.

In consideration for the sale of an Aftermarket Premium Domain Name through Legacy Storefront, and in the event that Tucows receives a commission from the current registrant or its agent, Tucows may, in its sole discretion, pay a share of such commission of up to four percent (4%) of the price of the Aftermarket Premium Domain Name at the time of Acceptance to Legacy Storefront Customer. Such fees shall be credited to the Legacy Storefront Customer's account by Tucows in U.S. Dollars within two (2) business days after Closing and paid out as per the commission payment schedule.

* * * * *

REGISTRY PREMIUM DOMAIN NAMES

Customer shall pay to Tucows an amount equal to the price of the specific domain name at the time an order to register, renew or transfer a Registry Premium Domain Name is submitted to Tucows. Tucows will quote to Customer the price of a specific Registry Premium Domain Name, and Customer needs to acknowledge this price by including it in any registration, renewal or transfer request for a Registry Premium Domain Name submitted to Tucows.

Tucows offers Registry Premium Domain Names in the following three categories based on specific pricing characteristics established by the applicable top-level domain registries:

- a) Group 1: Premium (non-standard) pricing applies only to the initial registration of a Registry Premium Domain Name. Standard pricing will apply for renewal and transfer transactions of domain names in this category.

- b) Group 2: Premium (non-standard) pricing applies to registration, renewal and transfer of a Registry Premium Domain Name, while the non-standard fee may or may not vary among those transactions.
- c) Group 3: Premium (non-standard) pricing applies to registration, renewal and transfer of a Registry Premium Domain Name, where Registry offers the Registry Premium Domain Name to Tucows in a source currency other than U.S. Dollars, and where at the time of renewal, Tucows, due to currency exchange rate fluctuations, may charge a non-standard renewal fee that is different from the non-standard renewal fee quoted to Customer at the time of registration.

Tucows, in its sole discretion, reserves the right to a) add or remove top-level domains under which Registry Premium Domain Names are being offered to or from those categories, and b) change the non-standard fee for non-registered and registered Registry Premium Domain Names without notice to the Customer and/or User.

Tucows will present Customer with a wholesale fee for a registration, renewal and/or transfer of a Registry Premium Domain Name, and shall not pay any commission to Customer related to a Registry Premium Domain Name transaction. Customer will in its own discretion determine the fee to charge to its User for a Registry Premium Domain Name transaction.

* * * * *

PERSONAL NAMES SERVICE

Customer shall pay to Tucows \$0.75 (seventy-five U.S. cents) each month, or any portion of a month if registered for less than one month, for each Personal Name provisioned under Section 10.

* * * * *

goMOBI

Customer shall pay to Tucows \$2.50 each month, or any portion of a month if registered for less than one month, for each goMobi account provisioned.

* * * * *

(end)

APPENDIX B MASTER DOMAIN REGISTRATION AGREEMENT

THIS REGISTRATION AGREEMENT ("Agreement"), is between Tucows Domains Inc. ("Tucows") and you, on behalf of yourself or the entity you represent ("Registrant"), as offered through _____, the Reseller participating in Tucows' distribution channel for domain name registrations. Any reference to "Registry" or "Registry Operator" shall refer to the registry administrator of the applicable top-level domain ("TLD"). This Agreement explains Tucows' obligations to Registrant, and Registrant's obligations to Tucows, for the domain registration services. By agreeing to the terms and conditions set forth in this Agreement, Registrant agrees to be bound by the rules and regulations set forth in this Agreement, and by a registry for that particular TLD.

DOMAIN NAME REGISTRATION. Domain name registrations are for a limited term, which ends on the expiration date communicated to the Registrant. A domain name submitted through Tucows will be deemed active when the relevant registry accepts the Registrant's application and activates Registrant's domain name registration or renewal. Tucows cannot guarantee that Registrant will obtain a desired domain name, even if an inquiry indicates that a domain name is available at the time of application. Tucows is not responsible for any inaccuracies or errors in the domain name registration or renewal process.

FEES. Registrant agrees to pay Reseller the applicable service fees prior to the registration or renewal of a domain. All fees payable here under are non-refundable even if Registrant's domain name registration is suspended, cancelled or transferred prior to the end of your current registration term.

TERM. This Agreement will remain in effect during the term of the domain name registration as selected, recorded and paid for at the time of registration or renewal. Should the domain name be transferred to another registrar, the terms and conditions of this Agreement shall cease.

EXPIRATION, RENEWAL AND FORFEITURE. The registered domain name will expire on the expiration date specified in the registration term, and as communicated to the Registrant. Registrant will receive reminders immediately prior to the expiration inviting Registrant to renew the domain name. In the event that Registrant fails to renew the domain name in a timely fashion, the registration will expire and Tucows may, at its discretion, elect to assume the registration and may hold it in its own account, delete it, or sell it to a third party. During the period following the expiration of a domain name, the domain name will cease to resolve, the Whois registration records may be revised to include that of Tucows or its reseller, and visitors to Registrant's website may be directed to a default web page. This default web page may feature advertisements posted by Tucows for its own account. Registrant acknowledges and agrees that Registrant's right and interest in a domain name ceases upon its expiration. Registrant is solely responsible for informing itself of the date of expiration and renewing its registration in a timely manner. If Tucows, in its sole discretion, elects to renew the registration, Registrant will be entitled to a grace period of forty (40) days during which Registrant may re-register the domain name. Additional costs for the redemption and re-registration will apply.

EXPIRED REGISTRATION RECOVERY POLICY. Domain expiration notices will be sent via email thirty (30) days and five (5) days prior to a domain expiration date and three (3) days after a domain expires. Renewal, post-expiration renewal and redemptions fees are published at <https://opensrs.com/services/domains/domain-pricing/>. Reseller's fees may differ.

REGISTRANT INFORMATION AND DATA SHARING. Data required for the registration of a domain name varies by top-level domain. The required data for a domain name registration ("Minimum Data") will be presented at the time of registration or renewal and may include up to:

- Name and postal address of the Registered Name Holder;
- Registered name;

- Names of the primary nameserver and secondary nameserver(s) for the Registered Name;
- Name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the administrative contact for the domain name;
- Name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the billing contact for the domain name; and
- Name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the technical contact for the domain name.

The Minimum Data will be shared with Tucows and the relevant authoritative registry services provider for your top-level domain. The identity of the authoritative registry services provider can be found at <https://www.iana.org/whois>. The Minimum Data for domains in any TLD you have registered can be found in the [Data Use Information Page](#).

ACCURATE INFORMATION. Registrant represents and warrants that:

- The statements that Registrant makes in connection with the domain name registration, maintenance, or renewal are complete and accurate;
- Registrant information will be kept current;
- Registrant will not and will not permit others to use the domain name in violation of any ICANN or registry policies, applicable laws or regulations, or legal rights of others;
- Registrant will respond to inquiries from Tucows addressed to the email address of the Registrant, the administrative, billing or technical contact with respect to a domain name concerning the accuracy of contact details.

Registrant acknowledges that a breach of this Section 8 will constitute a material breach of the Agreement, which will entitle either Tucows or a registry to terminate this Agreement immediately upon such breach without any refund and without notice to Registrant.

ACCOUNT REVIEW, DATA MODIFICATION, OR DELETION. To access, view, update, delete or download data associated with your domain name registration, you must be signed into your account. If you make a request to delete your personal data and that data is necessary for the products or services you have purchased, the request will be honored only to the extent it is no longer necessary for any services purchased or required for our legitimate business purposes or legal or contractual record keeping requirements. In some cases, when data is necessary for the provisioning of service, deletion of data may cancel or suspend the services you have purchased. If you have difficulty accessing your data, modifying it, or deleting it, you may request assistance by sending email to [DPA @ Tucows.com](mailto:DPA@Tucows.com) or using the contact information at <https://opensrs.com/privacy-policy/>.

ICANN-REQUIRED DISCLOSURES. Domain name registration requires sharing the Registrant's information, in whole or in part, with the applicable Registry Operator and with ICANN. Both Tucows and the Registry Operator may be required to archive this information with a third-party escrow service. Further, Registrant represents and warrants that, if Registrant is providing information about a third party, Registrant has notified the third party of the required disclosures and the purpose for the disclosures and Registrant has obtained the third party's consent to such disclosure. ICANN may establish or modify the guidelines, limits or requirements that relate to the amount and type of information that Tucows may or must make available to the public or to private entities, and the manner in which such information is made available.

SUSPENSION AND CANCELLATION. Tucows may in its sole discretion, suspend or cancel Registrant's domain name registration:

- if Registrant breaches this Agreement;
- if Registrant fails to provide payment or accurate contact or billing information;
- in the event there was an error in the registration process for such domain name;
- as required by ICANN or a Registry Operator;
- to protect the integrity and stability of Tucows and any applicable registry;
- to comply with any applicable laws, government rules, requests of law enforcement and court orders;

- in compliance with any dispute resolution process; or
- to avoid any liability, civil or criminal.

DISPUTE RESOLUTION. Registrant is bound by all ICANN consensus policies and all policies of any relevant Registry Operator, including the Uniform Rapid Suspension Procedure, the Uniform Domain Name Dispute Resolution policy (UDRP), along with the UDRP rules and all supplemental rules of any UDRP provider. ICANN may change the UDRP at any time. If a third party challenges the registration or reservation of the Registrant's domain name, Registrant will be subject to the provisions specified in the dispute policy adopted by the applicable registry. In the event a domain name dispute arises, Registrant will indemnify and hold Tucows harmless pursuant to the terms and conditions contained in the applicable policy. If Tucows is notified that a complaint has been filed with a judicial or administrative body regarding a domain name, Tucows may, at its sole discretion, suspend use of the domain name and the ability to make modifications to the registration records until:

- Tucows is directed to do so by the judicial or administrative body, or
- Tucows receives notification from both parties that the dispute has been settled.

If Registrant or Registrant's domain name becomes the subject of litigation, Tucows may deposit control of Registrant's domain name record into the registry of the judicial body by supplying a party with a registrar certificate.

WHOIS PRIVACY SERVICE. If Registrant elects to use the Whois privacy registration service, the following terms and conditions will apply:

- The publicly available Registrant contact information will list Contact Privacy Inc. Customer ##### (where ##### is a unique customer identification number) as the Registrant and contact name, and Tucows' postal address, assigned email address and telephone number as contact information.
- Tucows will keep the Registrant and Contact Information provided by Registrant on file. Both Tucows and the Registry may be required to archive this information with a third-party escrow service, as per ICANN policy.
- Registrant will retain complete control over the domain name and its registration records and may suspend and reinstate the Whois Privacy Service at its discretion.
- With respect to a domain name that has been transferred to Tucows, the Whois Privacy Service will only commence after the transfer has been completed. If Registrant elects to transfer a domain name to a different registrar, the Whois Privacy Service must be disabled in order to initiate the transfer.
- Tucows will send all obligatory renewal and transfer related messages to the contacts that Registrant has designated.
- Pricing for the Whois privacy registration service will be set by the Reseller, and Registrant will pay Reseller for this service.
- Communications received with respect to a domain name registration will be handled as follows:
 - Tucows will forward to Registrant all correspondence received by registered mail or traceable courier. This information may be opened, scanned and emailed to Registrant. Regular postal mail will be discarded or returned to sender at Tucows' discretion.
 - Email correspondence will be forwarded, only if submitted via the contactprivacy.com website.
 - A voice mail message will advise all callers that inbound messages will not be accepted; calls will be directed to the contactprivacy.com website.
 - The point of contact for third parties wishing to report abuse or infringement of trademarks (or other rights) is legal@tucows.com.
- The business contact information for the Whois privacy registration service is:
 - Contact Privacy Inc.
 - 96 Mowat Ave
 - Toronto (ON) M6K 3M1
 - CANADA

- Tucows shall have the right, at its sole discretion and without liability to Registrant, to suspend or cancel the Whois Privacy Service and to reveal Registrant and Contact Whois Information in certain circumstances, including but not limited to the following:
 - when required by law;
 - in the good faith belief that disclosure is necessary to further determination of an alleged breach of a law;
 - to comply with a legal process served upon Tucows;
 - to resolve any and all third-party claims including but not limited to ICANN's or a Registry's dispute resolution policy;
 - to avoid financial loss or legal liability;
 - if Tucows believes that Registrant or one of Registrant's contacts is using the Whois Privacy Service to conceal involvement with illegal, illicit, objectionable or harmful activities; or to transmit SPAM, viruses, worms or other harmful computer programs.

POLICY. Registrant agrees that its registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to a Tucows, registry, ICANN or government-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with a Tucows, registry, ICANN or government-adopted policy,

- to correct mistakes by Tucows or a registry in registering the name or
- for the resolution of disputes concerning the domain name.

TRADEMARK CLEARINGHOUSE (TMCH). Registrant agrees to abide by the terms and conditions set forth by Tucows and the Trademark Clearinghouse Agreement available at <http://opensrs.com/site/resources/agreements#contracts>.

NO GUARANTEE. Registrant acknowledges that registration of a chosen domain name does not confer immunity from objection to the registration, reservation or use of the domain name.

AGENCY. If Registrant intends to license use of a domain name to a third party, Registrant is deemed the domain name holder of record and is responsible for providing Registrant's own full contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name. Registrant shall accept liability for harm caused by wrongful use of the domain name, unless it promptly discloses the licensee's identity and current contact information (as provided by the licensee) to a party providing the Registered Name Holder reasonable evidence of actionable harm. Registrant represents that it will secure the agreement of any third party to the terms and conditions in this Agreement.

MODIFICATIONS TO AGREEMENT. Tucows may modify this Agreement, or any other related and/or applicable agreement, as is necessary to comply with its agreements with ICANN, a registry or any other entity or individual, as well as to adjust to changing circumstances. All amendments to this Agreement will be posted on our website at <http://www.opensrs.com/docs/contracts/exhibita.htm>. Your continued use of the registered domain name will constitute your acceptance of this Agreement with any revisions. If you do not agree to any change, you may request that your domain name be cancelled or transferred to a different accredited registrar, and agree that such cancellation or transfer will be your exclusive remedy if you do not wish to abide by any change to this Agreement, or any other related and/or applicable agreement.

ANNOUNCEMENTS. Tucows reserves the right to distribute information to Registrant that is required by ICANN or Registry policy.

LIMITATION OF LIABILITY. Registrant agrees that Tucows' entire liability, and Registrant's exclusive remedy, with respect to the domain registration service provided under this Agreement and any breach of this Agreement is solely limited to the amount Registrant paid for the initial registration of the domain name. Tucows, ICANN and the applicable registries shall not be liable for any lost profits, revenues, or

data, financial losses or indirect, special, consequential, exemplary, or punitive damages. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, liability is limited to the extent permitted by law.

INDEMNITY. Registrant will defend, indemnify, and hold harmless Tucows, ICANN, the applicable registries, and their respective directors, officers, employees, agents, affiliates, and contractors, from all liabilities, claims and expenses, including attorney's fees, arising out of or relating to

- Registrant's registration and use of the domain name registered;
- use of the domain name in violation of this Agreement; or
- Registrant's violation of any third party right, including Intellectual Property Rights. This indemnification obligation will survive the termination or expiration of this Agreement.

TRANSFER OF OWNERSHIP. The person named as Registrant on record with Tucows shall be the "Registered Name Holder." If designated, the person named as administrative contact at the time the controlling account was secured shall be deemed the designate of the Registrant with the authority to manage the domain name. Registrant agrees that prior to transferring ownership of the domain name to another person (the "Transferee") Registrant shall require the Transferee to agree, in writing to be bound by all the terms and conditions of this Agreement. If the Transferee fails to be bound in a reasonable fashion (as determine by Tucows in its sole discretion) to the terms and conditions in this Agreement, any such transfer will be null and void. Registrant explicitly authorizes Tucows to act as their Designated Agent, as stipulated by the ICANN Transfer Policy, to approve a Change of Registrant on their behalf.

BREACH. Registrant agrees that failure to abide by any provision of this Agreement, any ICANN, Registry, URDP or Dispute operating rule or policy, may be considered by Tucows to be a material breach, and that Tucows may provide written notice, describing the breach, to Registrant. If within fifteen (15) calendar days of the date of such notice, Registrant fails to provide evidence, which is reasonably satisfactory to Tucows, that Registrant has not breached its obligations under the Agreement, then Tucows may delete the registration the domain name. Any such breach by Registrant shall not be deemed to be excused simply because Tucows did not act earlier in response to that, or any other, breach by Registrant.

DISCLAIMER OF WARRANTIES. Except for the express warranties in this Agreement, Tucows does not make any other warranty of any kind, whether express, implied, statutory or otherwise, including warranties or merchantability, fitness for a particular purpose, and non-infringement. Tucows is not responsible or liable for the deletion or of failure to store any content and other communications maintained or transmitted through the use of the domain name registration service. Tucows does not warrant that the domain name registrations service will be error free or uninterrupted. The domain name registration service is not intended for high risk activities.

INCONSISTENCIES WITH REGISTRY POLICIES. In the event that this Agreement may be inconsistent with any term, condition, policy or procedure of an applicable Registry, the term, condition, policy or procedure of the applicable Registry shall prevail.

NON-WAIVER. Tucows failure to require performance by Registrant of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by Tucows of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

NOTICES. Any notice, direction or other communication given under this Agreement shall be in writing and given by sending it via e-mail or via regular mail. In the case of e-mail, valid notice shall only have been deemed to be given when an electronic confirmation of delivery has been obtained by the sender. Email notification to Tucows must be sent to domains@tucows.com. Any notice to Registrant will be sent to the e-mail address provided by Registrant in the Whois record. Any e-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 4:00 p.m. EST, otherwise it will be deemed to have

been delivered on the next business day. In the case of regular mail notice, valid notice shall be deemed to have been validly and effectively given five (5) business days after the date of mailing Postal notices to Tucows shall be sent to:

Tucows Domains Inc.
96 Mowat Avenue
Toronto, Ontario M6K 3M1
CANADA
Attention: Compliance

and, in the case of notification to you, shall be sent to the address specified by you in your registration of your domain name with Tucows.

ENTIRETY. Registrant agrees that this Agreement, the applicable dispute policy and the rules and policies published by Tucows and any applicable Registry or other governing authority, are the complete and exclusive Agreement between Tucows and Registrant regarding the domain registration service.

NO THIRD-PARTY BENEFICIARIES. This Agreement shall not be construed to create any obligation by either Tucows or Registrant to any non-party to this Agreement. Enforcement of this Agreement, including any provisions incorporated by reference, is a matter solely for the parties to this Agreement.

GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF 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 ONTARIO AND YOU IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURTS.

INFANCY. You attest that you are of legal age to enter into this Agreement.

FORCE MAJEURE. Registrant acknowledges and agrees that neither Tucows nor the applicable Registry shall be responsible for any failures or delays in performing the respective obligations hereunder arising from any cause beyond its reasonable control, including but not limited to, acts of God, acts of civil or military authority, fires, wars, riots, earthquakes, storms, typhoons and floods.

PRIVACY. Information collected about Registrant 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: <https://opensrs.com/privacy-policy/>

CONTROLLING LANGUAGE. In the event that Registrant is reading this Agreement in a language other than the English language, Registrant acknowledges and agrees that the English language version hereof shall prevail in case of inconsistency or contradiction in interpretation or translation.

TLDs. Additional provisions apply to any domain name that you register through Tucows with the various registries. [Click here to see the complete list of specific provisions, by TLD.](#) These provisions are explicitly incorporated herein by reference.

SUPPORT FOR DNSSEC. We allow you to add DNSSEC on your domain upon request by relaying orders to add, remove or change public key material (e.g., DNSKEY or DS resource records) on your behalf to Registries operating under contract with ICANN that support DNSSEC.

The following fees apply to DNSSEC relay services:

- Add DNSSEC key material: \$500 per transaction.
- Change DNSSEC key material: \$500 per transaction.
- Remove DNSSEC key material: \$0 per transaction.
 - Fees charged for DNSSEC support by registration service providers may differ.

ACCEPTANCE OF AGREEMENT. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF THE SERVICE AND ARE NOT RELYING ON ANY REPRESENTATION AGREEMENT, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

TUCOWS STOREFRONT SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT CAREFULLY BEFORE USING THE STOREFRONT SOFTWARE.

BY USING TUCOWS' STOREFRONT SOFTWARE AND SERVICES, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT.

Tucows, Inc. ("Tucows") grants to Customer ("Customer") a nonexclusive and nontransferable license to use the Tucows software ("Software") in the form provided by Tucows.

CUSTOMER SHALL NOT: COPY, IN WHOLE OR IN PART, SOFTWARE OR DOCUMENTATION; MODIFY THE SOFTWARE; REVERSE COMPILER OR REVERSE ASSEMBLE ALL OR ANY PORTION OF THE SOFTWARE; OR RENT, LEASE, DISTRIBUTE, SELL, OR CREATE DERIVATIVE WORKS OF THE SOFTWARE.

Customer agrees that aspects of the licensed materials, including the specific design and structure of individual programs, constitute trade secrets and/or copyrighted material of Tucows. Customer agrees not to disclose, provide, or otherwise make available such trade secrets or copyrighted material in any form to any third party without the prior written consent of Tucows. Customer agrees to implement reasonable security measures to protect such trade secrets and copyrighted material. Title to Software and documentation shall remain solely with Tucows.

LIMITED WARRANTY. Tucows warrants that the Software substantially conforms to its published specifications and provides the basic functionality described by Tucows in its published descriptions of the Storefront software. Except for the foregoing, the Software is provided **AS IS**. This limited warranty extends only to Customer as the original licensee. Customer's exclusive remedy and the entire liability of Tucows and its suppliers under this limited warranty will be, at Tucows' option, repair, replacement, or refund of the Software if reported to Tucows. In no event does Tucows warrant that the Software is error free or that Customer will be able to operate the Software without problems or interruptions.

This warranty does not apply if the software (a) has been altered, except by Tucows, or (b) has not been used, operated, repaired, or maintained in accordance with instructions supplied by Tucows.

DISCLAIMER. EXCEPT AS SPECIFIED IN THIS WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

IN NO EVENT WILL TUCOWS OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF TUCOWS OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In no event shall Tucows' or its suppliers' liability to Customer, whether in contract, tort (including negligence), or otherwise, exceed the price paid by Customer. The foregoing limitations shall apply even if the above-stated warranty fails of its essential purpose.

The above warranty DOES NOT apply to any beta software, any software made available for testing or demonstration purposes, any temporary functionality, or any software for which Tucows does not receive a license fee. All such software products are provided **AS IS** without any warranty whatsoever.

This License is effective until terminated. Customer may terminate this License at any time by disabling the Storefront and destroying all copies of Software, if any, including any documentation. This License will terminate immediately without notice from Tucows if Customer fails to comply with any provision of this License. Upon termination, Customer must disable the Storefront functionality and destroy all copies, if any, of Software.

This License shall be governed by and construed in accordance with the laws of Ontario, Canada, as if performed wholly within the state and without giving effect to the principles of conflict of law. If any portion hereof is found to be void or unenforceable, the remaining provisions of this License shall remain in full force and effect. This License constitutes the entire License between the parties with respect to the use of the Software.

EMAIL SERVICES AGREEMENT

This Agreement is by and between: Tucows.com, Co. ("Tucows") and THE CUSTOMER SIGNING BELOW ("Customer").

WHEREAS Tucows provides email services as more particularly defined below; and, WHEREAS Customer wishes to provide such email services to its customers; NOW, THEREFORE, in consideration of these mutual promises, Tucows and Customer, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

- (a) "API" means the set of technical specifications making up the Application Program Interface;
- (b) "Agreement" means this document, and all its schedules and other documents incorporated by reference;
- (c) "Anti-Virus and Anti-Spam Filtering" means the use of certain detection rules and techniques, to be selected and implemented by Tucows, to determine if a message, or any inbound attachment, is "junk" or "spam" email or contains a virus;
- (d) "Bulk email" means unsolicited email sent en masse, is deemed to include a group of approximately five hundred (500) or more emails with substantially similar content; however, Tucows retains the right, acting in good faith, to determine whether any particular transmission is a Bulk email;
- (e) "Content" means any information, data, text, software, music, sound, photographs, video, messages or other materials transmitted using the Email Service;
- (f) "Effective Date" shall mean the later of the two dates on the signature page below;
- (g) "Email Service" means the email service offered by Tucows that will allow Customer to sell to its Users an email service that incorporates provisioning services, email administration capabilities, the email application itself; all more particularly described in Section 2 below and any additional service agreed to by the parties from time to time (which may include, if so agreed, and upon the terms to be agreed);
- (h) "Fee(s)" mean the monies payable for the Email Service selected by Customer in accordance with Section 4 herein;
- (i) "Junk email" means unsolicited commercial email, a.k.a. spam email or unsolicited bulk email;
- (j) "Mailbox" means the electronic storage area addressed by a unique email identifier having the form <user@example.com>;
- (k) "Mail Forwarding" means the direction of email intended for a Mailbox created by Tucows to another email account specified by the Customer;
- (l) "Prohibited Use" means those actions outlined in Section 3.2 below;
- (m) "Term" has the meaning outlined in Section 5 of this Agreement;
- (n) "User" means an individual or entity employing an email address that contracts with Customer to receive any one or more components of the Email Service and who, in either case, acquires the Email Service for its own internal use, rather than for resale or redistribution;

- (o) “Virus” means a piece of program code, including a self replicating element, usually disguised as something else that causes an unexpected and undesirable event and which is designed so that it may infect other computer systems.

2. SERVICES PROVIDED

2.1 Tucows Email Service is available as the following offering:

- (a) The Email Service includes (i) mailbox accounts, accessible by either or both the IMAP and POP mail protocols, through desktop mail clients or web-based applications; (ii) optional email forwarding accounts; and/or (iii) optional Filtering-Only mailboxes (as described below). The Email Service enables a mailbox (i.e., email address) to send and receive email. The Email Service enables a User to use features of the mailbox to personalize settings (e.g., auto-responder, mail folders, address book folders, mailbox aliases, domain catch-all, etc.) through a web-based interface. The Email Service includes email forwarding accounts that allow mail to be forwarded from this email address to another email address.
- (b) Each mailbox includes five (5) gigabytes of base storage per mailbox, with additional storage available as a feature upgrade.
- (c) Mailboxes include Anti-Virus and Anti-Spam Filtering, for both inbound and outbound messages sent through the Tucows Email Service. Messages quarantined by the Anti-Virus and Anti-Spam filters will be stored by Tucows for a period of seven (7) days, after which the
- (d) messages will be deleted. Virus filtering may not be able to scan certain email attachments, which are under the direct control of the sender (such as password protected and/or encrypted attachments).
- (e) Filtering-Only mailboxes provide Anti-Virus and Anti-Spam Filtering for remote mailservers hosted by Customer. These mailboxes provide storage only for messages quarantined by the Anti-Virus and Anti-Spam filters. Messages quarantined by the Anti-Virus and Anti-Spam filters will be stored by Tucows for a period of seven (7) days, after which the messages will be deleted. Filtering-Only mailboxes provide inbound filtering only.
- (f) Filtering-Only mailboxes are available to Customers and Users who have email servers and systems connected directly and permanently to the Internet and which have a fixed Internet Protocol (“IP”) address. Tucows reserves the right to modify the quarantine period for specific domains, or for the entire Email Service, to avoid space capacity or system performance issues which jeopardize the technical or economic viability of the services offered, or the system used to implement the services.
- (g) Mail Forwarding accounts include spam & virus filtering, but do not include a spam quarantine. All mail detected as spam/virus will be rejected.
- (h) The Email Service includes an administration tool that provides certain account configuration tools for the use of the Customer and/or users and mail administrators. Administration through web-based interface (MAC) enables an administrator to manage user accounts and their settings. Administration through a programmatic API (APP) enables a command line interface that is accessible over the network and an external program to manage user accounts and their settings.
- (i) Tucows may from time to time provide enhancements to the Email Service, or its’ associated administration tools, at no additional charge to Customer. These changes will be described on <http://www.opensrs.com> as available.
- (j) Nothing in this agreement shall restrict the Customer’s ability to set retail prices.

2.2 Tucows may provide to Customer, a set of technical specifications making up the Application Program Interface (the “API”), which will enable Customer to develop its system to facilitate

the resale of the Email Service to its Customers. Subject to the terms of this Agreement, if Tucows provides Customer with the API, Tucows grants Customer a non-exclusive, non-transferable worldwide limited license to use the API solely to enable Customer to offer the Email Service to Customer's Users. Tucows may from time to time make modifications to the API licensed hereunder that will enhance functionality or otherwise improve its functionality. All rights not specifically granted to Customer are reserved by Tucows, including all intellectual property and moral rights.

2.3 Tucows will not give, sell, lease, license or rent the User lists to any third party (unless required by law), to allow such third party to directly market other services or products to Users, without the Customer's consent, not to be unreasonably withheld or delayed.

3. CUSTOMER OBLIGATIONS

3.1 Customer shall be responsible for providing all customer service, billing, technical support and customer interface to accept orders from Users. As part of its registration of all Users during the Term, Customer shall submit all data elements as specified in the interface to the Email Service using the appropriate Tucows protocols.

3.2 Customer shall comply with, and shall ensure that its Users agree to comply with, all generally applicable policies of Tucows that may be established from time to time to assure sound, safe and legal operation regarding the use of the Email Service (hereafter, "Tucows Acceptable Use Policy for Email"). Without limitation, Customer agrees, and shall ensure that each and every User agrees, not to: (i) send any Content that is unlawful, harmful, threatening, abusive, vulgar, invasive of another's privacy or otherwise objectionable, (ii) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content, (iii) transmit any Content that User does not have a right to make available,

(iv) transmit through the Email Service any Junk email, Viruses or Bulk email; (ii) allow its systems to serve as an Open Relay; (iii) interfere with or disrupt the Email Service or any networks connected to the Email Service; (iv) transmit obscene or pornographic material; (v) take any action that imposes an unreasonable or disproportionately large load on Tucows' infrastructure providing the Email Service; (vi) impersonate any person or entity or falsely state or otherwise misrepresent an affiliation with a person or entity; (vii) use the Email Service for any purpose that is in violation of any applicable law or is otherwise an infringement on the rights of any person or entity; (viii) modify, decompile, reverse engineer, disassemble or reproduce any of Tucows' licensed or owned software, systems, applications or components used in providing the Email Service; or (ix) use deceptive, misleading or unethical practices that are or might be detrimental to Tucows or Users or the general public. A copy of the Tucows Acceptable Use Policy for Email, as it may be modified and incorporated into this Agreement from time to time, shall be available on the Tucows website at: <http://opensrs.com/docs/policies/emailaup.html>

3.3 Customer acknowledges and agrees that each User must agree to be bound by the terms and conditions of an EULA no less protective of Tucows than the form Tucows shall post on its website from time to time at http://www.opensrs.com/docs/policies/tucowsemailservice_eula.doc.

3.4 Customer agrees it will not give, sell, lease, license or rent the User lists to any third party (unless required by law), to allow such third party to directly market other services or products to Users, without the User's prior specific consent.

3.5 Customer acknowledges that Tucows may supply any or all of the Software, API, Email Services on its own behalf, or as a sublicensor or customer on behalf of a third party supplier, and may substitute such third party suppliers without notice. Customer acknowledges termination by Tucows of the Email Services, or any component thereof, may result in a termination under 5.1, but not under 5.2.

- 3.6 Customer agrees to permit, and agrees the EULA shall permit, Tucows to modify any domain and User settings, including without limitation, altering filtering settings, to avoid space capacity and system performance issues that jeopardize the technical or economic viability of the services offered, or the system used to implement the services.
- 3.7 Customer will, at its sole cost and expense, obtain any and all permits and licenses necessary in connection with its performance of this Agreement, and will comply with all applicable laws and regulations.
- 3.8 Customer will have the right to advertise, promote and distribute the Tucows Email Service under the Tucows Trademarks (as defined below). Tucows hereby grants to Customer a license to use the Tucows Trademarks solely in connection with its advertising, promotion and distribution of the Tucows Email Services which it is entitled to offer under this Agreement. Customer's use of the Tucows Trademarks must comply with any guidelines issued by Tucows with respect thereto.
- 3.9 "Tucows Trademarks" means all names, marks, logos, designs, trade dress and other brand designations used by Tucows in connection with its products and services that Customer has a right to offer pursuant to this Agreement. In performing its obligations hereunder, Customer may refer to the Tucows Email Service it is entitled to offer, (and associated Tucows products and services or features), by the associated Tucows Trademarks, provided that such reference is not misleading and complies with any guidelines issued by Tucows from time to time. Except as set forth in this Section 3.9, Customer is granted no right, title or license to, or interest in, any Tucows Trademarks. Customer acknowledges and agrees that any use of the Tucows Trademarks by Customer will enure to the sole benefit of Tucows. If Customer acquires any rights in any Tucows Trademarks by operation of law or otherwise, it will immediately, at no cost or expense to Tucows, assign such rights to Tucows along with all associated goodwill.

4. FEES

- 4.1 Customer shall pay to Tucows the non-refundable amounts set forth in the Fee Schedule attached and incorporated into this Agreement as Attachment "A" ("Fee Schedule"). Fees are calculated, assessed and withdrawn from Customer's account on a monthly basis per the Fee Schedule. Fees for the current month are calculated on the number of mailboxes in service on the first day of the current month. Mailboxes that are either activated or cancelled during the current month are ignored for billing purposes. Customers are responsible for keeping sufficient funds in their accounts with Tucows to cover monthly fees. Tucows shall provide Customer with access to reports on the number of mailboxes and users subscribing to a service and the amounts owing with respect to same.
- 4.2 If there are insufficient funds in Customer's account at the time of withdrawal, Tucows may decline future orders. Tucows may send a request (e.g. a daily request) for payment to the Customer's billing contact for a period (e.g. a five (5) day period). If Customer has not replenished its account to allow for the outstanding payment within said period, Tucows may suspend the Customer's Users' Email Service. If Customer's account balance is fully depleted at any time, Customer shall not be permitted to purchase Email Services or any other Tucows service until Customer's account balance has the necessary funds available.
- 4.3 Customer bears all risk and responsibility associated with billings to and collections from Users, and bad debt.
- 4.4 Payment may be submitted by Customer in the following manners:
- (a) Via wire transfer to:

Final Bank: Bank of Montreal In favour of: Tucows.com Co
For credit to a/c #: 00024605193
SWIFT CODE: BOFMCAM2

Receiving Correspondent bank: Wachovia Bank N.A., New York ABA 026005092

Customer agrees that all wire transfer charges will be the responsibility of the remitter.

- (b) Via cheque made payable to Tucows.com Co. and delivered to Tucows.com Co., 96 Mowat Avenue, Toronto, Ontario M6K 3M1, CANADA.
- (c) Tucows reserves the right to change the fees and the process for handling insufficient funds upon prior notice to Customer.

5. TERM OF AGREEMENT

5.1 This Agreement shall commence on the Effective Date and continue until the earlier of the following: (i) termination by either party upon ninety

(90) days written notice, (ii) termination for cause, as defined more fully in this Section 5; or (iii) Tucows' election to terminate its Email Service offering, or any component thereof.

5.2 If: a) either Party (or, in the case of Customer, an agent of Customer) materially breaches any term of this Agreement, and such breach is not cured within thirty calendar days after written notice thereof is given by the other Party, or b) Customer has not replenished its account to

Tucows' satisfaction, by the end of any calendar month in which Email Service was suspended, in whole or part, pursuant to 4.2; then the non-breaching Party may, by giving written notice thereof to the other Party, terminate this Agreement as of the date specified in such notice of termination.

5.3 In addition to the foregoing termination rights, if Tucows, in its reasonable discretion, determines that Customer has breached any provision of this Agreement, is in violation of any Email Service policy or regulation as amended from time to time, has failed to provide adequate support to Users, or is engaging in conduct that breaches or may put Tucows in breach of any law or regulation, Tucows may suspend Customer's or Customer's Users' access to the Email Service, pending the cure of such breach or violation, or change of such conduct, to the Tucows' satisfaction. Tucows may require Customer to terminate any User in breach of its EULA or Tucows' policies, regarding the Email Service, or both.

5.4 Upon termination by Customer or by either party for cause, Customer's access to the Email Service shall cease and Customer shall not be able to renew any User accounts. Customer acknowledges Tucows shall be entitled to directly communicate with Users to minimize disruption in service, including transition to an alternate Customer.

6. SUPPORT SERVICES

6.1 Tucows shall provide telephone, website and email support for the Email Service for Customer only. Customer shall bear sole responsibility for providing support to Users with respect to the Email Service.

7. MAINTENANCE AND SUSPENSION OF SERVICES

7.1 Customer shall employ all necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the Email Service and the API in conjunction with Customer's systems. Tucows may from time to time perform maintenance on or otherwise suspend and temporarily shut down the Email Service or both.

7.2 Notwithstanding the foregoing, Tucows may, in its unilateral discretion, immediately suspend the Email Service if Tucows deems it necessary to terminate Prohibited Use, hacking attempts, service attacks or any other malicious activities either directed at or originating from Customer's or any User's domains or servers.

8. SECURITY

- 8.1 Although information transmitted to Tucows is stored in operating environments which Tucows believe are within industry standards for security, Customer agrees, and shall ensure that its Users are advised and agree, that no data transmission over the Internet can be guaranteed 100% secure. Tucows is not responsible for any interception or interruption of any communications through the Internet. Customer agrees that it and its Users are responsible for maintaining the security of access codes, and will ensure its Users are so advised and agree.
- 8.2 In keeping with industry standards and best practices, Tucows periodically conducts audits of both User and Customer accounts to maintain customer safety and security. If Customer has weak or compromised passwords, in the event of any security incident, or for other reasonable purposes, Tucows reserves the right to require that Customer update account credentials. If Customer's Users have weak or compromised passwords, in the event of any security incident, or for other reasonable purposes, Tucows reserves the right to contact User to update account credentials. Tucows offers multi-factor authentication (MFA); Customers are strongly encouraged to use MFA both for their own accounts and to turn on the option for their Users.

9. CONFIDENTIALITY

- 9.1 In the normal operation of the Email Service, email messages are processed electronically, and the content is not reviewed by Tucows' personnel. However, Tucows reserves the right to review and utilize any content of an email or its attachments to observe, study, test, maintain or improve the functioning or performance of the Email Service, or to ascertain whether or how a breach of this Agreement or violation of applicable policy has occurred. In addition, some information may be shared on an aggregate basis only as a part of a larger set of statistics (e.g. statistics indicating amount of traffic, success rates, and size of Tucows customers). Tucows may use cookies to store User name, access codes, and application settings to ease site navigation processes.

10. THIRD PARTY INFORMATION

- 10.1 Independent third parties may supply some or all of the software and information used in one or more components of the Email Service. While Tucows makes every effort to ensure the accuracy of all information, Tucows makes no warranty as to the accuracy of any such information.

11. REPRESENTATIONS AND WARRANTIES

- 11.1 Customer acknowledges and agrees that Tucows does not guarantee that the API, or Email Service will meet the requirements of Customer or its Users. The API, and Email Service are provided "as is" without any warranty of any kind.
- 11.2 Customer acknowledges that: a) as Viruses are frequently created and distributed, the anti-virus component of the Email Service is intended to detect only specific known Viruses and some unknown Virus behavior patterns. Tucows does not warrant that the Email Service will detect all Viruses present on a User's computer system, network or email server; CUSTOMER IS ADVISED TO ENSURE IT, AND ITS USERS, HAVE SUFFICIENT CONTENT BACK-UP IN PLACE; and b) purveyors of Bulk Email and Junk Email, are constantly seeking to evade systems designed to block Bulk Email and Junk Email, and that a User may not wish all Bulk Email and Junk Email to be blocked, and that the Bulk Email and Junk Email component of the Email Service will not detect or block all Bulk Email or Junk Email, and may additionally block email

which the User did not wish to have blocked. Tucows does not warrant that the Email Service will block all Bulk Email or Junk Email, or only block Bulk Email and Junk Email.

11.3 WITH REGARD TO THE API, EMAIL SERVICES AND SUPPORT THEREFORE, AND RIGHT TO PROVIDE SAME, TUCOWS (AND EACH OF ITS SUPPLIERS): A) EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, TITLE, NON-INFRINGEMENT, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS; b) DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE API OR EMAIL SERVICE WILL MEET THE CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF THE API OR EMAIL SERVICE, WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE API OR EMAIL SERVICE WILL BE CORRECTED; AND C) NEITHER WARRANTS NOR MAKES ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF API OR EMAIL SERVICE, OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, QUALITY, RELIABILITY, OR OTHERWISE.

11.4 TUCOWS AND ITS SUPPLIERS, SHALL NOT BE LIABLE FOR ANY BREACH OF ANY IMPLIED OR EXPRESS WARRANTY OR CONDITION, 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, SOFTWARE OR HARDWARE; (F) LOST EMAIL OR (G) PUNITIVE DAMAGES; EVEN IF TUCOWS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE SOLE REMEDY BELOW FAILS OF ITS ESSENTIAL PURPOSE.

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

12. INDEMNITY

12.1 Customer, at its own expense, will indemnify, defend and hold harmless Tucows and its employees, directors, officers, representatives, agents, affiliates and third party beneficiaries (including Tucows' suppliers), against any claim, suit, action, or other proceeding brought against Tucows based on or arising from any claim or alleged claim (i) relating to any product or service of Customer, including, but not limited to, Customer's advertising, systems and other processes, fees charged, billing practices and customer service; or (ii) relating to any agreement with any User of Customer. Customer will not enter into any settlement or compromise of any such indemnifiable claim without Tucows' prior written consent. Customer will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by Tucows in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

12.2 If Tucows is threatened with suit by a third party, it may seek written reiteration of Customer's indemnification obligations; any failure by Customer to provide said written assurance may result in suspension or termination of its account.

13. MISCELLANEOUS

13.1 This Agreement:

- (a) shall be governed and construed in accordance with the laws of Ontario and Canada, including their choice of law provisions, and the venue shall be in Toronto, Ontario;
- (b) may be executed in two or more counterparts, each deemed an original, and all of which together shall constitute one and the same contract;

- (c) may be modified by Tucows without the written consent of Customer, so long as the amendment or modification is generally applicable to all Customers;
- (d) binds and benefits only the parties and their respective successors and permitted assigns. Customer shall not assign this Agreement without the prior written consent of Tucows.

13.2 Each Party agrees:

- (a) it has had the opportunity to obtain independent legal advice for the review and negotiation hereof, and so ambiguity will not be presumptively construed against Tucows;
- (b) all restrictions in this Agreement are reasonable and valid, and waives all defences to strict enforcement thereof to the fullest extent permitted by law;
- (c) a violation of any intellectual property usage, confidentiality, non-solicit or policy related provisions of this Agreement will result in immediate and irreparable damage to the other party which shall then, in addition to any other rights to relief, be entitled to temporary and permanent injunctions and such other relief as any court of competent jurisdiction may deem just and proper, without posting of any security or proof of actual damage;
- (d) neither shall be liable for any delay or failure to perform hereunder if such delay or failure is due to any contingency beyond its reasonable control including acts of God, war, explosion, fire, flood or civil disturbance, or failure of a supplier to fulfill its obligations;
- (e) section headings are for ease of reference only, and have no interpretive value;
- (f) expiration or termination will not relieve either party from its obligations arising hereunder prior to such expiration or termination. Rights and obligations which by their nature would ordinarily be expected to survive expiration or termination will remain in effect, including but not limited to Sections 5, 8, 10, 11, 12;
- (g) to execute such further documents reasonably requested by the other party to achieve the intent of this Agreement;
- (h) the Agreement is the entire agreement between the parties, superseding all prior understandings, oral or written, relating to the subject matter of this Agreement.
- (i) Nothing herein creates an agency, partnership, joint venture, employment, franchise, distributorship, dealership or other similar or special relationship between the parties, who hereby intend to establish the relationship of independent contractors.
- (j) No provision hereof shall be deemed waived by any act, delay, omission or acquiescence on the part of either party or their respective employees or agents, nor shall any waiver by either party of a breach or default of a provision by the other, constitute a change in the terms hereof or waive any subsequent breach.
- (k) All notices shall be in writing and either sent via registered mail, courier, or by electronic mail. Notices shall be deemed received: upon actual receipt, if couriered; on the date indicated in the return receipt, if sent by registered mail; or upon confirmation, as evidenced by a delivery receipt, if sent electronically. All notices should be sent to the attention of the General Counsel, if to Tucows, with a copy to Email Services Product Manager and to the attention of the Legal Department, if to Customer, at the address set forth below.

(signature page follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the later date set forth below.

for Customer by:

Dated: _____

Name of Company (Please Print)

Name: _____

Title: _____

for Tucows.com Co. by:

Dated: _____

Name: _____

Title: _____