

## Master Service Agreement Wholesale Services

This Master Service Agreement (the "Agreement") is entered into as of the day of the signatures by the parties (the "Effective Date") by and between **CentralNic Canada Inc, dba Hexonet** ("Service Provider"), located at #2235 - 6900 Graybar Road, Richmond, B.C., Canada V6W 0A5, as service provider, and \_\_\_\_\_, ("Customer") located at \_\_\_\_\_, as customer. Service Provider and Customer may each be referred to herein as a "Party" and collectively as the "Parties". Customer desires to purchase certain services from Service Provider, and Service Provider desires to provide certain services to Customer, all in accordance with this Agreement. In consideration of the mutual covenants and agreements set forth hereinafter, the Parties agree as follows:

This Agreement includes all service Schedules (defined below), Appendices and supplemental agreements as well as the General Terms and Conditions of Service Provider, and each Schedule, Appendix, the Anti-Abuse Policies and supplemental agreements are incorporated into this Agreement as if set out in full herein.

**1. Definitions.** The following capitalized terms shall have the meanings ascribed to them below. Other terms used in this Agreement, as defined terms, shall have the meanings ascribed to them in the context in which they are defined.

**1.1. "API"** means Service Provider's Application Program Interfaces (such as a HTTP Toolkit, Mailrobot, EPP service or other technical gateways) by which Customer may interact with the System of the Service Provider.

**1.2. "Effective Date"** shall be the date on which both parties first execute the Agreement.

**1.3. "Confidential Information"** means all information and materials, including, but without limitation, computer software, data, information, databases, protocols, reference implementation and documentation, and functional and interface specifications, provided by the Disclosing Party to the Receiving Party under this Agreement and marked or otherwise identified as confidential, or can reasonably be assumed as confidential, or disclosed orally that is treated as confidential when disclosed and summarized and identified as confidential in writing delivered to Receiving Party within 15 days of the disclosure.

**1.4. "Customer-Client"** means a third party that is using the services of Service Provider indirectly through the Customer, where Customer acts as Service Provider to the third party.

- 1.5. "**Customer Portal**" means one or more web-based customer interfaces operated by the Service Provider that enable Customer to submit Orders for and use certain Services.
- 1.6. "**DNS**" means Domain Name System, the hierarchical naming system for computers, services, or any resource connected to the Internet or private networks.
- 1.7. "**Domain Name**" or "**Registered Name**" means a unique character string in a TLD that corresponds to an Internet Protocol address on the Internet, based on the Domain Name System (DNS) managed by the Service Provider for the Customer or Customer-Clients.
- 1.8. "**GDPR**" shall mean the General Data Protection Regulation applicable to data processors and controllers in the EU as well as to personal information of individuals in the European Union.
- 1.9. "**ICANN**" means the Internet Corporation for Assigned Names and Numbers.
- 1.10. "**Management**" means the handling of all Domain Name related operations for the Customer by Service Provider.
- 1.11. "**Order**" means any request for Services submitted by Customer to Service Provider whether online or other means approved by the Service Provider.
- 1.12. "**RDS**" means the Registration Directory Service applicable to each TLD that contains the registration data for each registered Domain Name.
- 1.13. "**Registrant**" means the individual or organization entered into the RDS as Owner Contact, i.e. the party legally responsible for the use of the Domain Name.
- 1.14. "**Registrant Information**" means the data provided by the Registrant showing ownership and/or authority to manage a Domain Name.
- 1.15. "**Registrar**" means an entity accredited by ICANN or Registry Operator for the registration of Domain Names for Registrants.
- 1.16. "**Registration**" means the service of registering a Domain Name for Customer with the Registry Operator.
- 1.17. "**Registry Database**" means a database comprised of data of Domain Names that is managed and operated by a Registry Operator, which is used to generate either authoritative DNS resource records or responses to domain-name availability lookup requests or Whois queries, for some or all of those domain names.

- 1.18. "**Registry Operator**" or "**Registry**" means the authorized operator of a TLD that operates and manages a Registry Database for a TLD, as well as, manages the registration of Domain names within the TLDs for which it is responsible, controlling the policies of domain name allocation, and technically operates its TLD.
- 1.19. "**Reseller**" - a Customer using the Services on behalf or for the benefit of third-party Registrants with the agreement of Service Provider.
- 1.20. "**Reseller Activity**" - the use of the System or the Services to provide Service Provider's services to Customer-Clients.
- 1.21. "**Renewal**" means extending the registration term of a Domain Name.
- 1.22. "**Restore**" means the recovery of a deleted domain name that has not yet been released for new Registrations by the Registry Operator (this is only available in certain TLDs in a certain time frame).
- 1.23. "**Schedule**" means a written document, signed by the Parties, that describes one or more Services available from Service Provider and is, by its terms, governed by this Agreement.
- 1.24. "**Services**" means, collectively, all services made available by Service Provider through the System by Service Provider for Customer.
- 1.25. "**System**" means the entirety of the front-end portal and back-end systems (including, but not limited to, all software, hardware, and firmware) developed, managed and/or operated by the Service Provider that technically processes and manages the provision of the Services to the Customer. For clarity, the Customer Portal and the API are a part of the System and the term System may refer to one or more such systems.
- 1.26. "**TLD**" means a Top-Level Domain, which is the highest level of Domain Names in the DNS, separated into generic TLDs (each a "gTLD") and country-specific country code TLDs (each a "ccTLD").
- 1.27. "**TLD Appendices**" and "**TLD Appendix**" refer to Appendices to this agreement that contain additional terms and conditions applicable to the Registration and use of Domain Names in applicable TLDs.
- 1.28. "**Transfer**" means a change of the Registrar of record for a Domain Name.

Other terms used in this Agreement, as defined terms, shall have the meanings ascribed to them in the context in which they are defined.

**2. Services.** Subject to the terms and conditions of this Agreement, its Appendices and Schedules, the general Terms and Conditions of Service Provider and all supplemental agreements, Service Provider shall use commercially reasonable efforts to provide to Customer the Services as described in this agreement and the Schedules in accordance with the terms and conditions of this Agreement and each applicable Schedule and Appendix. Service Provider may provide some or all of the Services through affiliated or non-affiliated third-party vendors.

**3. Customer Portal and API.** Subject to the terms and conditions of this Agreement, Service Provider will provide Customer with access to the Customer Portal and API. Service Provider will use commercially reasonable efforts to maintain availability of the Customer Portal and API 99% of the time throughout the year, excluding regularly scheduled maintenance periods and technical or other problems not within the control of Service Provider. Service Provider shall perform maintenance operations, repairs or upgrades to the System in regular intervals which may affect the access of the Customer to the System during the scheduled operation, and Service Provider will make commercially reasonable efforts to provide reasonable advance notice to Customer of any such operations, repairs or upgrades. The Customer Portal and API shall, where applicable to the Services purchased by Customer, include all necessary management tools, overview of domain name and service portfolios, as well as overview of Order status. Service Provider shall use commercially reasonable efforts to resolve all technical difficulties in the Customer Portal and API. Customer shall promptly inform Service Provider of any difficulties or problems encountered in the System.

**4. Access.** Service Provider shall provide Customers' designated users (each a “User”) with login credentials (“Access Data”) for access to the Customer Portal and API. Customer agrees to keep all Access Data received or created by Customer secret and to inform Service Provider in the event Customer becomes aware or has reason to believe that any Access Data has been compromised or that an unauthorized party has or is gaining access to Access Data. Access Data shall be limited to use by the Customer and Users and shall not be transferable without express written consent from Service Provider. Service Provider may lock or suspend access to an account if Service Provider reasonably believes it is being used (or is susceptible to being used) by an unauthorized party. Service Provider will inform the Customer of any such measures taken. Some operations may be restricted at Customer’s request or by Service Provider’s policy and may require a master keyword or personal verification for further access to an account or ability to use one or more features. Customer hereby declares, represents and warrants that each User has the authority to place Orders directly for the Customer and Service Provider may rely on any and all Orders placed by any User or anyone Customer reasonably believes to be a User. Customer will ensure that each User agrees to be bound by the terms and conditions of this Agreement and has consented to the processing of their personal information by Service Provider.

## 5. User Restrictions.

- 5.1** Customer shall not use the System or Services for any purposes other than as set forth in this Agreement, except with the prior written consent of Service Provider.
2. Customer will not use the System or the Services to provide Service Provider's services to Customer-Clients unless explicitly permitted by Service Provider. Any permitted Reseller Activity shall be governed by the terms of the Reseller Schedule to this Agreement.
  3. Customer will not (i) copy or duplicate the System; (ii) for any purpose other than establishing interoperability decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the System is compiled or interpreted; (iii) modify the System or create any derivative products from any of the foregoing, except with the prior written consent of Service Provider; or, (iv) except as expressly permitted in this Agreement, assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights granted in this Agreement. Customer acknowledges that this Agreement grants certain rights to access the System, as hosted by Service Provider, but nothing in this Agreement may be construed to require delivery of a copy of the software underlying the System or to grant Customer any right to obtain such a copy. Neither Customer nor any End User is authorized to use or operate the System in violation of the foregoing user restrictions. The Customer will bind the End Users to terms of use for the System that shall not be less restrictive than the terms agreed upon in this Agreement, where necessary,
  4. Customer will not abuse access to the System by engaging in behaviour that may affect the security and stability of the System or third-party systems or that negatively impact the enjoyment of the Service by other customers. Failure to comply with Third-Party Policies or instructions, bulk registration attempts of deleted domains names or failure to comply with legal requirements may also be classified as abusive behavior. Service provider reserves the right to temporarily disable Customers' access to the System to ensure the stability and performance of the System as well as the systems of its providers for the remainder of its customers.
  5. Customer will use the System and Services only as permitted in this Agreement and in compliance with all applicable laws, statutes, regulations or rules promulgated by governing authorities having jurisdiction over the Parties or the Services. Customer will not use or permit the use of the Services for illegal purposes or in contradiction to the Anti-Abuse Policy.

## 6. Level of Support Service.

**6.1** Service Provider shall use commercially reasonable efforts to provide Customer with technical assistance for all Customer Orders and technical inquiries received by phone or email. Service Provider shall provide Customer with email and phone support during regular business hours, excluding national and local holidays in the jurisdiction of this agreement.

**6.2** Customer is solely responsible for the correct implementation, testing and use of the System. Service Provider will provide implementation templates, technical support and API documentation to assist Customer with its connection to the System. For certain Services, an OT&E will be available which can be used to test the Service and any incoming changes or new functionalities during the term of this Agreement. Customer will provide its employees, contractors, or agents with sufficient technical training to properly respond to and fix all technical problems concerning the use of the Service.

**6.3** The Customer shall provide its employees, contractors, or agents that use or access the Services with sufficient technical training to the proper use of the System and to fix technical problems arising from its connection to the System.

**6.4** At Service Providers' sole discretion, Customer may be assigned a dedicated account manager who will coordinate all activities for Customer's account.

**7. Customer Obligations.** Customer shall respond promptly to all Service Provider requests to provide direction, information or authorizations that are reasonably necessary for Service Provider to perform Services in accordance with this Agreement, and shall ensure that information provided by Customer is complete and accurate in all material respects. Customer further undertakes to ensure that any order submitted to Service Provider is correct and to check the confirmation of order and notify the Service Provider if there is any mistake or discrepancies. In case a Registry updates, changes or modifies its systems or processes that necessitate changes to the System or the Service, Service Provider shall provide notice to Customer regarding such changes resulting from the aforementioned Registry actions. The Customer shall at its own cost update its systems and API connections to ensure continued interoperability with the System and the Service.

**8. Data Processing Agreement.** The Parties accept and agree to the terms and conditions of Service Provider's Data Processing Agreement and, as the case may be, Standard Contractual Clauses, signed separately by the Parties ("DPA"). The DPA (if applicable) forms a part of and is hereby incorporated into this Agreement.

**9. Acceptance of Service Provider terms and policies.** All of the Services provided under this Agreement are provided with additional terms, conditions, rules, policies and regulations that apply to the respective Services and/or the use of the Services. Customer agrees to review, be bound by and to comply with all applicable terms and policies when ordering or using any Services, and Customer acknowledges and agrees that these may change over time and should be

reviewed prior to each submission of an Order. The terms and policies include, without limitation, Service Providers' general terms and conditions, the registration and management terms for domain names and the Anti-Abuse Policy. Service Provider will provide information on essential changes to such terms and policies in its newsletters and online news alerts and to provide a link to the most current terms and policies on its websites but is under no further obligation concerning changes to its terms and policies.

**10. Acceptance of Third-Party Policies.** Customer consents to the Service Provider provision certain Services either directly or through an intermediary. The Customer also understands and agrees that certain Services may be provided, supported or regulated by a multitude of different organizations internationally (each a "Third-Party Provider"), such as, without limitation, Registrars, Registry Operators and ICANN, and that each Third-Party Provider may have additional terms, conditions, rules, policies and regulations ("Third-Party Policies") that apply to some or all of the Services and/or the use of any Services. Customer agrees to review, be bound by and to comply with all applicable Third-Party Policies when ordering or using any Services, and Customer acknowledges and agrees that these may change over time and should be reviewed prior to each submission of an order. Without limiting the foregoing, Customer acknowledges and agrees that for the Registration of Domain Names, each sponsoring Registrar (meaning sponsoring a particular Domain Name) requires acceptance of the Registrar's registration terms by the Registrant. With respect to each Domain Name registered through the Service, Customer agrees to and accepts all such registration terms and other Third-Party Policies and further agrees to require the Registrant to agree to all such Registrars' registration terms and other Third-Party Policies. Service Provider will endeavor to provide information on essential changes to Third-Party Policies in its newsletters and online news alerts and to provide a link to the most current Third-Party Policies in the TLD Appendices to this Agreement or dedicated TLD or TLD policy landing pages but is under no further obligation concerning changes to Third-Party Policies. For clarity and without limiting the foregoing, Customer agrees to be bound by the dispute resolution policies adopted by the Registry Operators (e.g., the Uniform Dispute Resolution Policy ("**UDRP**") or the Uniform Rapid Suspension System ("**URS**") or other alternative dispute resolution procedures as adopted by the applicable Registry Operator and published on the Registry Operators website.

**11. Partial Delivery.** Should the Services be only partially deliverable, the Customer will accept partial delivery unless the Service Provider has positive knowledge that a partial delivery is unreasonable for the Customer.

**12. Delays.** If Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Service Provider shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

**13. Term and Termination.** The term of the Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated as provided herein (the "Term").

**13.1** Beginning 36 months after the Effective Date, (i) either party may terminate this Agreement by providing written notice to the other party at least six (6) months in advance of the termination date, and (ii) Service Provider shall have the right to immediately terminate the Agreement upon written notice to the Customer in the event the Customer is not using any paid Services under the Agreement.

**13.2** Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and such other Party does not cure the breach within fifteen (15) days of receiving written notice (with sufficient detail) of the breach from the Party alleging the material breach. Without limiting the foregoing, the Parties agree that Customer's failure to pay when due amounts owed under this Agreement, Customer's failure to respond to urgent inquiries from Service Provider within fifteen (15) days of receipt of the inquiry, Customer's violation of any Service Provider terms or policies or Third-Party Policies, and Customer's use of any of the Services for unlawful or prohibited purposes, will, in each case, constitute a material breach of the Agreement.

**13.3** To the extent permitted under applicable law, either Party may terminate this Agreement, if the other Party: (1) liquidation, bankruptcy, insolvency (whether compulsorily or voluntarily); (2) has a receiver, professional liquidator, a trustee in bankruptcy or similar officer appointed over all or a material part of its assets or undertaking; (3) enters into an arrangement or composition with its creditors or convenes a meeting with its creditors; (4) passes a resolution for winding-up or a court makes an order to that effect or a court makes an order for administration (or any equivalent order in any jurisdiction); (5) ceases to carry on business; or (6) is unable to pay its debts as they become due in the ordinary course of business. This Agreement will automatically terminate in the event either party files a petition or other request to initiate a voluntary bankruptcy proceeding and the court-appointed receiver does not elect the continuation of the service.

**13.4** Either Party may terminate the Agreement in its sole discretion if the other Party is acting in such a manner to publicly and materially disparage the name of the other Party or bring the other Party or affiliated companies into disrepute.

**13.5** Service Provider may from time to time conduct a validation of any credentials and data provided by Customer or initiate a background check of the Customer, Registrants using Service Providers' services through the Customer and/or the Customer-Clients of the Customer. Customer shall provide any additional information reasonably requested by Service Provider to validate the accuracy of any data previously provided and/or provide evidence of its continued legal status. In case the Customer cannot be validated



to the satisfaction of Service Provider or if Customer fails to cooperate with the validation process, Service Provider may terminate this Agreement in accordance with the terms for material breach of this Agreement.

- 13.6** Upon termination of this Agreement, the Customer shall immediately cease using any intellectual properties of the Service Provider, including the Service Provider's logos and other graphical property and shall remove such intellectual property from the Customer's website and from any and all advertising materials.
- 13.7** Termination shall not relieve the Customer of any of its obligations to Service Provider and Third-Party Providers accrued before the end of the Term and at the end of the Term. Upon termination, Customer shall pay all outstanding amounts in full, regardless of the date charges were incurred by the Service Provider. Pre-existing Service Orders and important notices will no longer be processed by Service Provider following the effective termination date unless the Parties agree otherwise in writing. Customer shall remain responsible for all payments for orders performed under the Agreement. Customer shall Transfer all Services previously provided by Service Provider pursuant to the Agreement to another provider prior to the End of the Term in accordance with the Third-Party Policies applicable to the individual Services. Upon termination of the Agreement, Service Provider shall be relieved of all responsibility for the further (i) maintenance of Services not transferred to another provider, and (ii) provision of the System to the Customer unless the Parties agree otherwise in writing. This Paragraph shall survive the termination of the Agreement.

## **14. Fees and Payment.**

- 14.1** In consideration for the Services provided hereunder and all rights granted by or on behalf of Service Provider hereunder, Customer shall pay Service Provider the fees set forth in each Schedule or published in the respective Customer Portal. For certain Services, the applicable fees must be queried by API command. All monetary amounts referred to in, and all payments made under, this Agreement (including, but not limited to, in or under each Schedule) shall be in EUR unless stated otherwise.
- 14.2** Service Provider is permitted to modify prices at any time by providing an email notice to Customer or by announcing the new fees in its regular newsletters. For fee increases that are not based on a fee increase of Third-Party Providers, Service Provider shall provide a notice period of no less than thirty (30) days. If a Third-Party Provider increases its fees, Service Provider may increase fees accordingly. Service Provider shall endeavor to provide thirty (30) days' written notice of such increases to Customer or without undue delay in case the Third-Party Provider increases its fees with a notice shorter than thirty-one (31) days. In case of a Third-Party modifying its policies and/or processes that require the Service Provider to fulfill additional requirements that

increase the cost base of the Service Provider, the Service Provider may increase its fees to reflect these costs. In case of reduced Third-Party fees the Service Provider may reduce the fees accordingly. In case a Customer does not agree to a price increase in accordance with this section, the Customer is entitled to terminate the Agreement with two weeks' notice.

3. Except as expressly provided otherwise in a Schedule or Appendix to this Agreement, the Services shall be provided on a pre-payment basis. The Customer shall pre-fund their account through the many Payment Methods made available to the Customer by the Service Provider understanding that some Payment Methods are not credited until funds are fully verified, which in some cases may take up to ten (10) days or more. The Customer is responsible to anticipate the length that each Payment Method may require to verify and make such payments ahead of time to ensure the Service provided to them is not interrupted. Service Provider will have no obligation to provide Services until Service Provider has received actual payment or proof of payment satisfactory to the Service Provider at its sole and arbitrary discretion (including topping off of sufficient funds in the Customer's account with the Service Provider via a method approved by Service Provider). Except as otherwise expressly agreed in writing the Customer must have sufficient funds in the Customer's account to cover the payments owed for the particular order. If there are insufficient funds in the Customer's account at the time an order is made, then the Service Provider reserves the right to deny any additional orders, as well as, suspend the Services without notice. Service Provider will send Customer an invoice each month for the Services rendered and corresponding fees charged thereto in the previous calendar month. The invoices may be sent in PDF format. If the Customer requests invoices via regular mail, then the Service Provider may charge \$10 EUR for processing and mailing.
4. In its sole discretion, Service Provider may grant, revoke or modify a credit to Customers' prepaid account. In case of payment issues, Customer may request an emergency credit, however the Service Provider is under no obligation to grant such a credit.
5. Customer will timely pay to the Service Provider any outstanding invoices sent to the Customer on a monthly basis for the Services rendered and corresponding fees charged via the acceptable method(s) approved by the Service Provider. Without limiting any other term of this Agreement, non-payment of money amounts hereunder will constitute material breach of this Agreement. All transaction costs and currency exchange losses will be covered by the Customer. Any payment under this Agreement that is not paid on or before the date such payment is due shall bear interest at one percent (1%) per month or the maximum rate allowed by law, whichever is less.

6. Except as expressly provided otherwise in a Schedule or Appendix to this Agreement, the default account currency shall be in EUR and fees listed in currencies other than EUR shall be subject to accounting in EUR. Service Provider shall automatically exchange the respective fees into EUR in accordance with the daily exchange rate of the European Central Bank (ECB) at the time of the transaction. The Parties may agree to accounting in USD.
7. Customer automatically forfeits all rights to the Services if there is any charge back by the Customer's bank or credit card company for payment in connection with the Services, indication of or actual credit card fraud, or other reversal of or invalid payment ("Chargeback"). If there is any Chargeback, then Service Provider may, at its sole reasonable discretion, include reserved domain names in its own portfolio or to release them to third parties or take other action as deemed appropriate by the Service Provider.
8. Except as expressly provided otherwise in this Agreement or an applicable Schedule, fees for requested or performed Services are not refundable. For clarity and by way of example only, fees for Services will not be refunded based on (i) fraudulent or erroneous registrations, (ii) loss of a Domain Name in an arbitration forum or court, (iii) Third-Party Provider decisions, (iv) cancellations by Service Provider or Third-Party Provider due to abuse or illegal use of Domain Names or the Services, (v) cancellation of Services by the Customer, or (vi) failure of any third party to perform or deliver any aspect of the Services. Advance payments for Services that could not be performed will be credited to the Customer's account and will be refunded upon request. Any transaction costs incurred to process a refund will be covered by the Customer. If this Agreement is suspended or terminated for cause by Service Provider or otherwise terminated by Customer for reasons other than the Service Provider's material breach, then payments already made for the Services will not be refundable whether in whole or prorated.
9. All fees listed for Services are exclusive of all applicable taxes. Customer will pay all federal, state/provincial, local, sales, use, excise, value-added, consumption and similar taxes assessed on the provision of the Services to Customer. Notwithstanding the foregoing, each Party is responsible to pay any taxes based on its own income, taxes on property it owns or leases, or any business license fees required for its business. Customer further agrees to be responsible for all bank transfer fees.

**15. Confidentiality.** During the Term of this Agreement, each party (the "**Disclosing Party**") may disclose its Confidential Information to the other party (the "**Receiving Party**"). Each party's use and disclosure of the Confidential Information of the other party shall be subject to the following terms and conditions:

1. The Receiving Party shall treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information of the Disclosing Party, including implementing reasonable physical security measures and operating procedures.
2. The Receiving Party agrees that it will use any Confidential Information of the Disclosing Party solely for the purpose of exercising its right or performing its obligations under this Agreement and for no other purposes whatsoever.
3. The Receiving Party shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others; provided, however, that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted to the Receiving Party's officers, employees, contractors and agents who have a demonstrable need to know such Confidential Information, provided the Receiving Party shall advise such personnel of the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof, and shall require them to acknowledge in writing that they have read, understand, and agree to be individually bound by the confidentiality terms of this Agreement.
4. Receiving Party shall not modify or remove any confidentiality legends or copyright notices showing on any Confidential Information of the Disclosing Party.
5. The Receiving Party agrees not to create any derivative works based on the Confidential Information without the express permission of the Disclosing Party.
6. Upon termination of this Agreement, the Receiving Party shall return all Confidential Information of the Disclosing Party in the possession of the Receiving Party to the Disclosing Party or provide evidence of the complete destruction of said Confidential Information.
7. Notwithstanding the foregoing, this Subsection imposes no obligation upon the parties with respect to information that (i) is disclosed in the absence of a confidentiality agreement and such disclosure was agreed to by the Disclosing Party in writing prior to such disclosure; or (ii) is or has entered the public domain through no fault of the Receiving Party; or (iii) is known by the Receiving Party prior to the time of disclosure; or (iv) is independently developed by the Receiving Party without use of the Confidential Information; or (v) is made generally available by the Disclosing Party without restriction on disclosure.

8. The receiving Party's duties under this Subsection shall expire five (5) years after the expiration or termination of this Agreement or earlier, upon written agreement of the parties.
9. In case a separate NDA between the Parties exists on the subject matter of the Agreement, the terms and conditions of that NDA shall prevail over the terms of this section. This section shall survive the termination of the Agreement.

**16. Intellectual Property Ownership.** All right, title and interest in and to the System, the Services and the Confidential Information, including without limitation all intellectual property rights related thereto, shall be owned by Service Provider. All right, title and interest in and to any modifications, improvements, alterations or updates to the System or Services, including without limitation all intellectual property rights related thereto, whether created, conceived or made by Service Provider, Customer or any third party, shall be exclusively owned by Service Provider. Without limiting the foregoing, Service Provider shall own all intellectual property and other proprietary rights in any suggestions, ideas, enhancement requests, feedback, or recommendations provided by Customer concerning the System or Services ("Feedback"), and shall have the unrestricted right to use any and all Feedback for any purposes, commercial or otherwise, without any obligation of compensation or attribution to Customer or any third party.

**17. Representations and Warranties.** Customer represents and warrants that its use of the Services and its performance under this Agreement will not violate any applicable law, rule or regulation, and that it has obtained and will maintain all necessary authorizations and consents related to Customer's use of the Services and the provision of data to Service Provider. Customer also represents and warrants that it is duly organized, validly existing and in good standing, it has full power and authority to execute, deliver and perform this Agreement, and this Agreement, once validly executed by both parties, is a valid and binding obligation of Customer. Customer represents and warrants that statements made relating to any Order are complete and accurate; that the registration, Transfer or Renewal of any Domain Name will not violate or infringe upon third party rights; that the use of any Services will not be for unlawful purposes; and that Customer has used reasonable due diligence to confirm these representations and warranties before issuing an Order. Customer acknowledges that the Internet consists of multiple participating networks that are separately owned and therefore are not subject to the control of Service Provider. Service Provider does not warrant the Services against malfunction or cessation of Internet services by internet service providers or of any of the networks that form the Internet which may make the Services temporarily or permanently unavailable.

**18. Disclaimer; No Warranties; Customer Responsibilities.** THE SYSTEM AND THE SERVICES UNDER THIS AGREEMENT ARE PROVIDED "AS IS" AND "AS AVAILABLE". SERVICE PROVIDER MAKES NO (AND HEREBY EXPRESSLY DISCLAIMS ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR

IMPLIED, INCLUDING (BUT NOT LIMITED TO) THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SERVICE PROVIDER DOES NOT REPRESENT OR WARRANT THAT ANY REQUESTED OR REGISTERED DOMAIN NAMES WILL BE AVAILABLE OR ACCEPTED FOR REGISTRATION FROM OR UPHELD BY THE APPLICABLE REGISTRY OPERATOR OR REGISTRAR, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. CUSTOMER (AND NOT SERVICE PROVIDER) IS RESPONSIBLE FOR ENSURING THAT ITS USE OF THE SERVICES AND REGISTRATION OF ANY DOMAIN NAMES AND USE OF SUCH DOMAIN NAMES DOES NOT AND WILL NOT INFRINGE UPON OR INTERFERE WITH THE RIGHTS OF A THIRD PARTY OR VIOLATE ANY LAWS THAT MAY BE APPLICABLE. CUSTOMER AGREES NOT TO HOLD RESPONSIBLE SERVICE PROVIDER FOR THE MISUSE OF THE CUSTOMER'S ACCESS DATA BY A THIRD PARTY. SERVICE AND THE SYSTEMS FURNISHED UNDER THIS AGREEMENT ARE PROVIDED WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS AGAINST INFRINGEMENT, AND THE SERVICE PROVIDER SHALL NOT INDEMNIFY THE CUSTOMER AGAINST INFRINGEMENT OF ANY PATENTS, COPYRIGHTS, TRADE SECRETS OR OTHER PROPRIETARY RIGHTS. SERVICE PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE PERFORMANCE OF ANY THIRD-PARTY PRODUCTS, SERVICES OR PERFORMANCE.

**19. Limitation of Liability.** TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, SERVICE PROVIDER, AS WELL AS ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AGENTS AND OFFICERS SHALL NOT BE LIABLE FOR (I) ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS, LOSS OF GOODWILL, CORRUPTION OF DATA AND/OR OTHER INFORMATION, AND/OR ANY DAMAGE RELATING TO THE PROCUREMENT BY THE CUSTOMER OR CUSTOMER-CLIENT OR ANY SUBSTITUTE SERVICES. WHETHER THESE DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE EVEN IF SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) ANY AMOUNT BEYOND THE TOTAL AMOUNT PAID BY CUSTOMER FOR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM. SERVICE PROVIDER SHALL NOT BE LIABLE FOR ANY SERVICE DOWNTIMES OR DELAYS DUE TO FORCE MAJEURE. FORCE MAJEURE INCLUDES ANY EVENT BEYOND THE REASONABLE CONTROL OF SERVICE PROVIDER INCLUDING, BUT NOT LIMITED TO INSURRECTION OR CIVIL DISORDER, WAR OR MILITARY OPERATIONS, NATIONAL OR LOCAL EMERGENCY, ACTS OR OMISSIONS OF GOVERNMENT OR ANY OTHER COMPETENT AUTHORITY, COMPLIANCE WITH ANY STATUTORY OBLIGATION OR EXECUTIVE ORDER, INDUSTRIAL DISPUTES OF ANY KIND, FIRE, LIGHTNING, EXPLOSION, FLOOD, WEATHER AND ACTS OR OMISSIONS OF PERSONS FOR WHOM NEITHER

PARTY IS RESPONSIBLE. SERVICE PROVIDER IS NOT LIABLE FOR ANY ERRORS OR OMISSIONS OR OTHER ACTIONS BY REGISTRY SERVICE PROVIDERS OR REGISTRY OPERATORS RELATED TO DOMAIN NAME REGISTRATIONS, TRANSFERS OR RENEWALS. SERVICE PROVIDER SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ERRORS, MISHANDLINGS, DAMAGES OR OMISSIONS CAUSED BY CUSTOMER, OR ANY PERFORMANCE ISSUES: (I) CAUSED BY FACTORS OUTSIDE SERVICE PROVIDER'S REASONABLE CONTROL, OR (II) THAT RESULTED FROM CUSTOMER'S OR THIRD-PARTY EQUIPMENT OUTSIDE THE REASONABLE CONTROL OF SERVICE PROVIDER'S. NOR SHALL SERVICE PROVIDER BE LIABLE FOR ANY CUSTOMER-CLIENTS NOT SOLICITED BY SERVICE PROVIDER WHO ELECTS TO BECOME A DIRECT CUSTOMER OF SERVICE PROVIDER. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSIONS OR LIMITATIONS OF DAMAGES OR CLAIMS SET FORTH IN THIS SECTION, THE LIABILITY, DAMAGES AND CLAIMS ARE LIMITED TO THE MAXIMUM EXTENT PERMITTED UNDER THE LAW. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR RESTRICT THE LIABILITY OF EITHER PARTY FOR FRAUDULENT MISREPRESENTATION ARISING AS A RESULT OF GROSS NEGLIGENCE OF THAT PARTY, ITS OFFICERS, EMPLOYEES, AGENTS AND/OR SUB-CONTRACTORS.

**20. Indemnification.** Customer agrees to hold harmless, indemnify and defend Service Provider (including its parent companies, subsidiaries, affiliates, officers, shareholders, directors, employees, affiliates and subcontractors) (collectively, "Indemnitees") at the Customer's sole cost with counsel reasonably satisfactory to the Service Provider from and against any and all claims, actions, demands, assessments, liabilities, damages, fines, penalties, costs and expenses, including reasonable legal fees and expenses, arising from or resulting from Customer's use of the Services, Customer's registration (or failure to register or renew) or use of any particular Domain Name, or Customer's breach of the Agreement or other failure to comply with the terms of this Agreement or Third-Party Policies or laws, regulations or rules, any representation or warranty in connection with the Service or this Agreement made by the Customer, or any gross negligence or willful misconduct of the customer, or any chargeback, or Customer-Clients or other parties that submit Orders for Services through the Customer, or disputes involving third-party intellectual property rights and the processing of Transfer requests against the registered owner's will. This indemnification shall survive the termination of the Agreement and is in addition to any indemnification required under the law or any Third-Party Policy.

**21. Modification.** Due to the constantly changing nature of the Internet, the domain name system and its governing policies, Service Provider reserves the right to amend or modify the Agreement and its terms and conditions, in whole and in part, at any time, effective upon notice to Customer, if, in Service Provider's reasonable judgment, such amendment or modification is required by ICANN, applicable local law or Registry Operators. Within thirty (30) days of receiving such a notice, Customer may immediately terminate the Agreement by providing a separate written notice to that effect to Service Provider. The continued use of the Services by the Customer beyond the thirty (30) day period shall constitute Customer's acceptance of, and

agreement to be bound by, the Agreement, its modifications and the relevant policies.

**22. Sunsetting of services.** Service Provider may from time to time in its own discretion determine to sunset services provided under this Agreement. In such an event, Service Provider will endeavor to assist Customer with the transition of the service to a different provider. When sunsetting a service, Service Provider will notify the Customer accordingly with reasonably sufficient notice. Within thirty (30) days of receiving such a notice, Customer may immediately terminate the Agreement by providing a separate written notice to that effect to Service Provider.

**23. Severability; No Waiver.** If any provision of the Agreement shall be found to be unenforceable and/or invalid, such unenforceability and/or invalidity shall not render the Agreement as a whole unenforceable or invalid; rather, the entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of each party will be construed and enforced accordingly. Failure by either party to enforce any provision of the Agreement shall not be deemed a waiver for future enforcement of said provision, and no waiver by a Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Customer waives all rights to enforcement of any claims not asserted in court within two calendar years of the occurrence of the subject matter giving rise to such claims. This Paragraph shall survive the termination of the Agreement.

**24. Jurisdiction and governing law.** This Agreement, including all rights and obligations arising from and all actions complemented by the Agreement, shall be governed by the laws applicable in the state of British Columbia, Canada without regard to its conflicts of laws rules. The Agreement shall be deemed wholly entered into and performed in Canada. All disputes arising out of or related to this Agreement shall be brought exclusively in the courts of British Columbia, and the parties hereby agree to the exclusive jurisdiction and venue of such courts for the resolution of any such disputes. The Parties expressly agree to exclude: (i) the application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement and the performance of the Parties contemplated in this Agreement, to the extent that such Convention might otherwise be applicable; and (ii) the Uniform Computer Information Transactions Act (as it may be adopted, titled and amended from time to time).

**25. Publicity; Customer reference.** Neither Party shall use the name of the other party or any variant thereof in any advertising, publicity, or other publication without the prior written permission of the other Party.

**26. No Further terms.** This Agreement, including all appendices, schedules, documentation and all terms and conditions and agreements referred to in the Agreement shall be the complete agreement between the Parties with respect to the subject matter of this Agreement and the terms contained herein shall not be altered, supplemented, modified, varied, revised or amended, except as agreed in writing by both Parties. The provisions of this Agreement supersede all prior oral or written quotations, communications, agreements and understandings of the Parties with



respect to the subject matter of this Agreement. Neither this Agreement nor any exhibit may be modified or amended except by the mutual written agreement of authorized representatives of each Party.

**27. Relationship of the Parties.** The relationship between the parties is that of independent contractors. Except with respect to any agency relationship expressly recognized in a Schedule, (i) nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and (ii) neither party shall have authority to contract for or bind the other party in any manner whatsoever.

**28. Records.** Service Provider may maintain records of all the Services provided hereunder. If there is any inconsistency or conflict between Service Provider's records and that of Customer or any other party (including, but not limited to, Customer-Clients or clients of Customer-Clients), then Service Provider's records will be deemed the accurate and effective records.

**29. Notice.** All notices between the parties shall be in writing. Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be in writing and shall be deemed properly delivered if delivered in person or by email or facsimile if sent to the address, facsimile number or email address as set forth within the customer account for the Customer and below for the Service Provider or if by overnight delivery the next day from the day delivered to the address as set forth or to the address or number if the party has given a notice of a change of address or individual representation in writing as provided for herein:

**If to Customer:**

(contact details as entered into the customer account and updated from time to time)

**If to Service Provider:**

**CentralNic Canada Inc, dba Hexonet.**

#2235 - 6900 Graybar Road,  
Richmond, B.C., Canada V6W 0A5

P: +1 604 637 5788

F: +1 604 909 1868

sales@hexonet.support (not a support email address)

**30. Order of Precedence.** In the event of any conflict between the terms and provisions of this Agreement and those of any Schedules and Appendices, as well as and Service Provider Policies,

the terms and provisions of the Agreement shall govern and control over any conflicting provisions in the Schedules, Policies and Appendices unless otherwise explicitly agreed in writing. In case of doubt or contradictions between the terms of these agreements, the following order of precedence shall prevail:

1. This Wholesale Master Agreement
2. The Reseller Schedule to this Agreement
3. Any other Schedules to this Agreement in order of their version date
4. Any Appendices or Exhibits to this Agreement
5. Any Appendices or Exhibits to any Schedules to this Agreement
6. The Anti-Abuse Policy
7. The General Terms and Conditions of the Service Provider
8. Third-Party Policies

**31. Assignment.** Customer may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of Service Provider, whose consent shall not be unreasonably withheld or delayed. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. Service Provider may assign, transfer or delegate any or all of its rights or obligations under this Agreement to its affiliates in its sole discretion. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**32. Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and each of their respective successors and permitted assigns, and nothing herein shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever, under this Agreement, except for Customer's obligations to third parties as stated in this Agreement.

**33. Cumulative Remedies.** Except as provided elsewhere in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either party by law, in equity or otherwise.

**34. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**35. Survival of Rights.** In the event of termination of this Agreement for any reason all of the rights of each Party that by their terms are intended to survive termination and all provisions of

this Agreement with respect to the remedies of each Party, and all provisions expressly stated to survive, shall survive and shall continue to be enforceable.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers.

**CentralNic Canada Inc, dba Hexonet.** \_\_\_\_\_

By:

By:

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Position**

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**Date**

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**Date**