



Reseller Schedule **Services for Resellers**

This Schedule is governed by and subject to the Master Service Agreement between **Key-Systems GmbH** ("**Service Provider**") and _____ ("**Customer**") with an effective date of _____, 20__ (the "**Agreement**"). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement. Subject to the terms and conditions of the Agreement, Service Provider will provide to Customer the Services as described below. Customer agrees to the terms of this Schedule and agrees to pay the fees as provided in this Schedule for each Order of Services included in this Schedule. The term of this Schedule shall run concurrently with the Term of the Agreement.

1. Reseller Activities. Subject to the Customers' compliance with the terms and conditions of this Schedule and acceptance of all applicable Schedules, Appendices and Third-Party Policies, Service Provider grants permission to the Customer to engage in Reseller Activity to provide services to Customer-Clients.

2. No Consumer. Customer confirms it is an established legal entity, entrepreneur, trader, freelancer or public institutions utilizing the Service for their business, trade, craft or profession and that consumer protection laws are not applicable to it.

3. Business dealings with Customer-Clients.

3.1 Prior to engaging in Reseller Activity or submitting orders related to Reseller Activity for a Customer-Client, Customer will require said Customer-Client to agree to comply with the terms and conditions of the Agreement (including all Schedules and other terms or conditions referenced therein and attached thereto) and all Third-Party Policies by incorporating said terms and conditions and Third-Party Policies into its own agreements.

3.2 Customer represents and warrants that it has the authority to legally bind all Customer-Clients to the Terms and all applicable Third-Party Policies, and that Customer will enforce all Terms and Third-Party Policies against its Customer-Clients.

3.3 Customer shall ensure that the Customer-Client has confirmed to have read, understood and agreed to the Terms and all applicable Third-Party Policies before requesting a Service on behalf of a Customer-Client.

3.4 Customer shall be solely responsible for provision or customer service, billing and technical support to Customer-Clients. Customer agrees that Service Provider has no contractual obligation to provide support or assistance to Customer-Client except for such obligations arising from Third-Party Policies and any direct agreements between Customer-Clients and the Service Provider. Customer remains Service Provider's only contracting party for the receipt of Services under the Agreement.

3.5 Customer must notify his Customer-Clients of all upcoming Service renewals and/or expiration dates of Services used by the Customer-Client expiry and will facilitate the renewal of said Services upon request by a Customer-Client.

3.6 Customer is responsible and liable to Service Provider for all fees for operations or Services requested from Service Provider or through access to the System (without regard to Customer's ability to collect fees owed to Customer by Customer-Clients).

3.7 Customer shall forward important notifications of Service Provider regarding the Services to Customer-Clients. The Service Provider reserves the right to contact any customers of Customer and/or Customer-Clients with notices required by Third-Party Policies and in case the Customer or any

Customer-Client fails to respond to queries of Service Provider or appears to have discontinued its business activities.

3.8 Customer agrees that the Service Provider may provide Services directly to the Customer-Client where

this is necessary to ensure that the Service Provider meets its obligations towards Third-Party Providers and Customer has failed to provide required services to the Customer-Client despite a request to provide a Service from the Service Provider. In case Customer fails to provide support services to a Customer-Client that are required by Third-Party Policies despite reasonable request from Service Provider, and Service Provider is required to provide said support services instead of Customer, Service Provider may charge a service fee to Customer for providing the required support services to the Registrant.

- 3.9 In the event Customer learns that a Customer-Client is causing Customer to be in breach of any of the provisions of the Agreement or any Schedules thereto, Customer shall take all necessary steps to enforce the terms of the Agreement (including Third-Party Policies and the Anti-Abuse Policy) against such a Customer-Client so as to cure and prevent further instances of non-compliance. Customer shall investigate any report of abusive use of the Service received from Service Provider or any third party and take all necessary action to stop any abusive behavior so identified as well as provide feedback to Service Provider on the actions taken.
- 3.10 To the extent permissible under applicable law and notwithstanding any applicable data retention requirements, Customer shall during the Term of the Agreement and for two years thereafter create and maintain sufficient documentary records of its business dealings with the Customer-Clients with respect to the Services under the Agreement. These records shall at a minimum include electronic or paper records or log files of all written and electronic communications with regard to the application for, confirmation or modification of or termination of the Services, all related correspondence with Customer-Clients, including evidence of the acceptance of the Terms and contractual obligations by the Customer-Clients. Customer shall provide these records to Service Provider for inspection and creation of copies upon reasonable request.
- 3.11 Where Service Provider provides Customer with the means to manage Customer-Client accounts as sub-accounts of Customer in the System, Customer is solely responsible for setting fees and ensuring Customer-Clients account balances are kept up to date. Service Provider shall not process transactions in sub-accounts where no fees are set for the relevant service or where the sub-account lacks sufficient funding or credit.
- 4. Domain Name Registration, Management & Related Services.**
- 4.1 Reseller Activity relating to the provision of Domain Name Registration and Management Services is subject to additional terms and conditions as detailed in the R&M Schedule and in this section 4. Customer will ensure that contained within the R&M Schedule to the MSA applicable to Customer and/or Registrants shall also apply to Customer-Clients.
- 4.2 Customer shall implement the applicable Third-Party Policies for TLDs activated in its account in its own registration policies and shall contractually engage its Customer-Clients and Registrants to include these Terms and Policies in their own terms and policies accordingly, if applicable. Customer warrants that the Terms and the Third-Party Policies are made binding upon the Registrants and accepts full liability for the enforceability of said Terms and Third-Party Policies.
- 4.3 Customer shall require all Registrants to enter into a paper or electronic Registration Agreement with Service Provider and to agree to the terms contained in the applicable Third-Party Policies, such as Registry-Registrant Agreements, Dispute Policies such as UDRP and URS, indemnification clauses, consent for processing of personal information and other Third-Party Policies. Customer shall document

and maintain the respective confirmations of approval of these terms by the Registrant for provision to Service Provider upon reasonable request. Customer shall require all Registrants to accept that these terms may be changed without their approval at any time. Upon inquiry by the Registrant, Customer shall identify Service Provider as sponsoring Registrar of their Registration or provide other means for identifying the sponsoring registrar.

- 4.4 Customer will register Domain names in the names of the Registrants only, unless expressly agreed

otherwise with the Registrant.

- 4.5 Customer will not activate a Domain Name in the DNS unless and until Customer is satisfied that payment of the registration fee is reasonably assured.
- 4.6 Prior to requesting a termination of a Domain Name Registration or a Change of Ownership, the Reseller must ensure the authorization by the third party to make this request. Transfer requests or requests for Transfer Codes by the third party must be treated in accordance with the applicable Third-Party Policies. The Reseller undertakes to collect and maintain for as long as legally possible all suitable evidence and required documentation as proof of the authorization for any actions performed on behalf of the third party. The Reseller commits to submit these records to the Service Provider upon reasonable request. Customer shall provide the Registrant with the authorization codes necessary for Domain Name transfers within 5 days of any request by the Registrant to obtain such codes.
- 4.7 Customer is committed to inform Registrants about Customers' Domain Name deletion and renewal procedures and time-frames (including renewal fees, restore fees and transfer fees) at the time of Registration as well as on its websites. Customer shall provide notice to Registrants of the expiration dates of their Domain Name Registrations by providing written or email notice one month and one week prior to the expiration date, as well as within 5 days after the expiration date for Domain Names in TLDs with a renew grace period. This shall not apply if the Registrant has already requested the Renewal of the Domain Name.
- 4.8 Customer warrants that each Registrant has agreed that all acts and omissions of the Customer shall be considered as their own acts and omissions. Customer further warrants that each Registrant has explicitly authorized Customer and the Service Provider to manage Domain Names on their behalf. The Service Provider is at any time authorized to execute transactions deemed necessary for the management of a Domain Name including updating Registrant Information, initiating Transfers and requesting Renewals. Customer ensures that the Registrant agrees that the Service Provider and the Customer shall each be considered designated agents regarding the management of a Domain Name with regard to Third-Party Policies or policies of other parties involved in the registration process.
- 4.9 Customer shall ensure that Customer-Clients agree to indemnify and hold harmless ICANN and the Registry as well as their directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of or related to the Customer-Client's Domain Name Registration.
- 4.10 Customer agrees to publish on its website(s) and/or provide a link to the ICANN Registrants' Benefits and Responsibilities Specification, currently located at:
<https://www.icann.org/resources/pages/approved-with-specs-2013-09-17-en#Registrant>.
- 4.11 Customer is prohibited from using any ICANN or Registry logo or graphic (unless permission of the Registry has been previously obtained in writing) or from holding itself out to be accredited by ICANN or any Registry (unless the Customer is itself accredited by ICANN or that Registry).
- 4.12 Customer shall not represent to any actual or potential Registrant that Customer enjoys access to any of the Registry's systems that is superior to that of any other party accredited by the Registry.
- 4.13 Customer shall further ensure and document the explicit consent of the Registrant to the processing of the Registrant Information by Service Provider and/or the Registry. By providing personal information

of a third party, the Reseller confirms that he has informed the third party about the processing and use of data in the context of the Terms and that the third party has expressly agreed with this processing and use and is aware of these terms.

5. Additional Liabilities and indemnification.

- 5.1 The Customer accepts full liability for any harm caused by wrongful use of the System or Services by Customer-Clients. Any act or omission of a Customer-Client that would constitute a breach of this Agreement if performed by Customer, shall constitute a breach of this Agreement by Customer unless Customer takes prompt action to remedy the breach.
- 5.2 Customer will indemnify, defend and hold harmless Service Provider and its parent and affiliated



companies (and each of their officers, employees, directors and agents) from and against all losses, harms, claims, damages, costs and expenses (including but not limited to reasonable attorneys' fees) incurred by, assessed or brought against Service Provider as a result of or related in any way to Customer's Reseller Activity. Customer shall not represent or imply to any Customer-Client that Customer has any authority to act on behalf of or to represent Service Provider.

- 5.3 All obligations arising from Third-Party Policies applicable to Service Provider also apply to Customer. Customer expressly agrees to comply with any obligations of the Service Provider included in the Third-Party Policies and to hold harmless and indemnify Service Provider to the full extent of the damage caused by its failure to comply with the obligations arising from the Third-Party Policies.