



**Please Sign & Fax to
Joe Alagna at:
909-606-9275**

CentralNic approved reseller terms and conditions

For the avoidance of doubt, this English version of the agreement takes precedence in all respects over any and all translations of the same agreement. The following terms and conditions govern the basis upon which CentralNic Limited ("CentralNic") will appoint third parties to be its approved reseller of its domain name service ("Reseller"):

1. Acceptance

- 1.1 Whilst CentralNic reserves the right to accept or refuse third parties as a Reseller in its sole discretion, all Resellers must satisfy the following minimum criteria:
- Provide secure, authenticated access to CentralNic's domain name service registry;
 - Be technically competent to carry out domain name searches and registrations;
 - Have a proven track record in running a successful business; and financially solvent.
- 1.2 If CentralNic has given written notice of its acceptance of a Reseller, the Reseller will be appointed on the condition that it agrees to these terms and conditions. The period of the appointment will commence on the acceptance by the Reseller of these terms and conditions and will continue until such appointment is terminated in accordance with these terms and conditions.

2. Reseller's Services

- 2.1 The Reseller shall use reasonable endeavours to promote and market CentralNic's domain name service and shall, at all times, act in the best interests of CentralNic.
- 2.2 The Reseller shall, from time to time, distribute domain names using CentralNic's domain name system on behalf of third parties so that all contracts for the provision of the domain name service are made between CentralNic and that third party. The Reseller shall ensure that all such distribution shall be made on the basis of CentralNic's Terms and Conditions for the provision of a Domain Name Service ("DNS Terms") as posted on the CentralNic website (www.centralnic.com) (the "Website") from time to time.
- 2.3 The Reseller shall use reasonable care and skill in performing its obligations under these terms and conditions.
- 2.4 The Reseller shall be an independent contractor of CentralNic and nothing in this Agreement shall be read so as to construe any relationship of partnership, joint venture or agency between the parties for any purpose whatsoever.

3. Intellectual Property Rights

- 3.1 The Reseller acknowledges and agrees that all intellectual property rights subsisting in the CentralNic domain name system including, without limitation, the domain names and the CentralNic Reseller's Accreditation Logo as specified on the Website (the "Logo") will remain vested in CentralNic or its licensors and the Reseller will derive no right, title or interest in such intellectual property rights.
- 3.2 CentralNic grants to the Reseller a non-exclusive, royalty-free licence to use the Logo during the period of the Reseller's appointment on its own website and other marketing materials for the sole purpose of promoting and marketing the CentralNic domain name system. The Reseller shall use the Logo only in the format specified on the Website and shall not merge the Logo with any other trade mark or otherwise interfere with the Logo. All goodwill arising from the use of the Logo shall inure to the benefit of CentralNic.

4. Payment

- 4.1 The Reseller shall be responsible for the payment in respect of all domain names distributed pursuant to clause 2 and CentralNic shall be entitled to submit invoices to the Reseller in accordance with the DNS Terms. CentralNic shall charge the Reseller its current list price for domain name service registrations less a discount of 30%. For the avoidance of doubt, the Reseller is entitled to invoice its customer at what ever rate it deems appropriate.
- 4.2 The Reseller shall pay such invoices within 30 days of the date of such invoice ("due date"). If the Reseller fails to pay such invoices on the due date, without prejudice to CentralNic's rights under clause 5.2.2, CentralNic shall be entitled to charge interest (both before and after judgment) on the amount unpaid at the rate of 3% above the base rate for sterling of HSBC Bank plc from time to time from the due date until the date of payment in full.

5. Termination

- 5.1 Either party may terminate the appointment of the Reseller by giving 30 days written notice to the other.
- 5.2 CentralNic may terminate the appointment of the Reseller immediately on written notice to the Reseller if the Reseller:
- 5.21 in the sole opinion of CentralNic is acting in such a way as to bring the CentralNic name or the CentralNic domain name system into disrepute or is otherwise not acting in the best interests of CentralNic;
- 5.22 is in breach of its obligations under these terms and conditions including, without limitation, fails to pay any invoice on the due date;
- 5.23 enters into liquidation, bankruptcy, insolvency (whether compulsorily or voluntarily), is no longer able to pay or suspends payment of its debts, enters into an arrangement or composition with its creditors or convenes a meeting with its creditors, has a provisional liquidator, a trustee in bankruptcy, a receiver, administrator or administrative receiver appointed over all or a substantial part of its assets or it ceases or threatens to cease carrying on its business.
- 5.24 Upon termination of the appointment of the Reseller, the Reseller shall:
- 5.25 immediately cease using the Logo and shall delete it from its website and from all advertising materials;
- 5.26 immediately cease holding itself out as being a reseller of CentralNic or in any way associated with CentralNic

6. Liability

- 6.1 CentralNic gives no warranty and makes no representation in respect of the CentralNic domain name system or the domain names distributed thereunder including, without limitation, the availability of such system and any domain names and hereby excludes to the fullest extent permitted by law, all conditions, warranties, terms undertakings and representations, express or implied, whether by statute, common law or otherwise in relation to such system or domain names.
- 6.2 CentralNic shall not be liable to the Reseller whether in contract, tort, by statute or otherwise in respect of any loss of profits and /or for any special, indirect, incidental or consequential loss or damage arising out of or in connection with the appointment of the Reseller, the use of the CentralNic domain name system and any domain names distributed thereunder, including without limitation:
- (a) loss of revenue; and/or
 - (b) loss of anticipated savings; and/or
 - (c) loss of business and/or goods; and/or
 - (d) loss of goodwill; and/or
 - (e) loss of use; and/or
 - (f) loss and/or corruption of data and/or other information, and/or
 - (g) downtime; and/or
 - (h) any damage relating to the procurement by the Reseller or third party customer of any substitute services.

For the avoidance of doubt, neither the types of loss and/or damage specified in sub clauses (a) to (h) inclusive of this clause 6.2 nor any similar types of loss and/or damage shall constitute direct loss for the purposes of this Agreement.

- 6.3 In no event shall CentralNic's liability to the Reseller, whether in contract, tort, by statute or otherwise exceed the total payments received from the Reseller in the previous calendar year.
- 6.4 Nothing in this Agreement shall exclude or restrict the liability of either party for fraudulent misrepresentation and/or for death or personal injury arising as a result of the negligence of that party, its officers, employees, agents and/or sub-contractors.
7. **Governing Law**
These terms and conditions are exclusively governed by English law and the parties hereby submit to the exclusive jurisdiction of the English courts. These terms and conditions, replace all previous terms and conditions issued by CentralNic.

I have read and hereby agree to be bound by these terms and conditions:

Date _____
Name _____
Job Title _____

Company _____
Signature _____



Reseller Prices

CentralNic has Registrars from all over the world which is reflected in a reseller program that is both attractive and beneficial to markets across the globe. All new resellers will start with the standard CentralNic Reseller status and benefit from 30% off retail prices. The more names that a reseller registers the more discount they receive from CentralNic.

The Registrar program has four levels, all new resellers start as an Approved Standard Reseller and as they grow and register more domains, CentralNic changes the status and resellers move up to registrar levels of bronze, silver and finally gold. CentralNic richly rewards loyalty of all resellers and registrars.

The Reseller and Registrar program is based on revenue received. The table below shows how resellers can progress from one status to another. Once the minimum revenue level has been received then the new prices with a greater discount will automatically apply to all future registrations. There is a minimum number of domains that you have to register per month, which is easily achievable in today's market. If difficulties are encountered then resellers can contact the reseller consultants at CentralNic who will be able to help advise on achieving targets. Retail prices for domain names may change due to the market, however the percentage discounts remain constant. Attainment of the next level of registrar is dependent on revenue.

Pricing Structure

Reseller Plan	Reseller Discount	Price per 2 yr Registration (US Dollars)	Minimum Quantity of Domains For Entry	Minimum Spend for Entry	Minimum Expected Registrations Per Month
Suggested Retail	n /a	\$99.00 (£65)	n /a	n /a	n /a
Reseller	30%	\$68.00 (£45)	0	\$0	10
Bronze Registrar	40%	\$59.00 (£39)	50	\$3,400 (£2,250)	50
Silver Registrar	45%	\$54.00 (£35.75)	400	\$24,030 (£15,900)	100
Gold Registrar	50%	\$49.00 (£32.50)	1000	\$56,400 (£27,300)	1000

Please Note: All prices are for a 2-year registration period where the retail price is £65 British Pounds approximately \$99 US Dollars). Prices exclude EU Value Added Tax (VAT) where VAT is applicable. Invoices are payable in Pounds Sterling. US Pricing Structure is approximate and calculated using exchange rate as of 9/15/2000.

All resellers and registrars have unlimited access to their control panel which details the current prices, invoices due, and details of all registered domain names.