

**IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF ARKANSAS  
FAYETTEVILLE DIVISION**

**CURTIS J. NEELEY, JR., MFA**

**PLAINTIFF**

**V.**

**CASE NO. 5:09-cv-05151**

**NAMEMEDIA, INC.;  
NETWORK SOLUTIONS, INC.;  
and GOOGLE, INC.**

**DEFENDANTS**

**OPPOSITION TO MOTION REQUESTING LEAVE TO FILE  
REPLACEMENT COMPLAINT**

Network Solutions, LLC (“Network Solutions”) files this Opposition to Motion Requesting Leave to File Replacement Complaint (Doc. #132). For the same reasons relied upon by the Court in Doc. #125, this Court should deny Plaintiff leave to file this amendment. Allowing the amendment would result in prejudicial delay or undue prejudice; the proposed amendment is the product of bad faith or dilatory motive; the proposed amendment comes in the face of repeated failures to cure deficiencies by amendments previously allowed; and allowing such an amendment would be futile. Accordingly, Network Solutions requests that the Court deny Plaintiff’s Motion Requesting Leave to File Replacement Complaint.

As set forth previously by the Court, although Fed. R. Civ. P. 15 freely allows amendments to pleadings, there are various circumstances in which such leave should not be granted. *See Dennis v. Dillard Dept. Stores, Inc.*, 207 F.3d 523, 525 (8<sup>th</sup> Cir. 2000). As this Court observed, the pending Motion to Amend amounts to a fourth or fifth attempted amendment of Plaintiff’s Complaint – all in the face of mostly successful

dispositive motions. He also now seeks to create an albatross of litigation involving approximately seven new defendants.

Based on the Court's Order entered May 20, 2010 (Doc. #126), all claims against Network Solutions have been dismissed. To the extent this latest proposed Amended Complaint would be used to draw Network Solutions back into this litigation, Network Solutions objects. Based upon the procedural posture of this case, the Court should deny Plaintiff's Motion to Amend.

The only allegations against Network Solutions in Plaintiff's proposed "Complaint for Nonfeasance, Trademark Violations and Privacy Violations Resulting in Substantive Defamations in U.S. Title 17 Infringements as well as the Unconstitutional Title 17 Violating the Right to Due Process" ("proposed Amended Complaint") appear at paragraphs 17, 18 and 19.

Paragraph 17 regurgitates the claims which were previously barred based upon the statute of limitations. Paragraph 18 includes conclusory allegations that certain domain names had been "trafficked." While Plaintiff harkens back to conduct which allegedly occurred in 2003, he avers that "liability will be reacquired in April of 2011 when Network Solutions, LLC advertises the expiration of <sleepspot.org> or causes the domain to be registered by another for no purpose of bona fide commerce." Thus, Plaintiff concedes that there is no current case or controversy ripe for consideration. In paragraph 19, Plaintiff again apparently seeks to attach liability for events which allegedly occurred outside the relevant statute of limitations and theorizes what might happen in July of 2011 [sic] when Plaintiff's registration expires. Allowing any of these amendments would be futile, would only serve to advance Plaintiff's improper purposes,

would delay the proceeding of this matter, and would otherwise be barred by the service agreement between Network Solutions and Plaintiff.

1. Proposed Claims Not Ripe for Adjudication

In short, to the extent Plaintiff attempts to lodge any new allegation against Network Solutions, his claims are hinged to what he contends will happen in the future “when Plaintiff’s registration expires.” See proposed Amended Complaint at ¶ 18. However, in light of other shortcomings, Plaintiff does not present a ripe case or controversy. As stated by the Eighth Circuit in *KCCP Trust v. City of North Kansas City*, 432 F. 3d 897, 899 (8<sup>th</sup> Cir. 2005):

"The ripeness doctrine is grounded in both the jurisdictional limits of Article III of the Constitution and policy considerations of effective court administration." *Pub. Water Supply Dist. No. 8 v. City of Kearney*, 401 F.3d 930, 932 (8<sup>th</sup> Cir. 2005). Article III limits the federal courts to deciding "Cases" and "Controversies" and thus prohibits us from issuing advisory opinions. *Id.* "One kind of advisory opinion is an opinion advising what the law would be upon a hypothetical state of facts." *Id.* (internal quotations and citations omitted). "A claim is not ripe for adjudication if it rests upon contingent future events that may not occur as anticipated, or indeed may not occur at all." *Texas v. United States*, 523 U.S. 296, 300, 118 S.Ct. 1257, 140 L.Ed.2d 406 (1998) (unanimous decision)(internal quotations and citations omitted). Ripeness requires a court to evaluate "both the fitness of the issues for judicial decision and the hardship to the parties of withholding court consideration." *Id.* at 300-01, 118 S.Ct. 1257 (quoting *Abbott Laboratories v. Gardner*, 387 U.S. 136, 149, 87 S.Ct. 1507, 18 L.Ed.2d 681 (1967)).

Network Solutions attaches and incorporates Exhibit 1, which is a Declaration of its employee Natalie Sterling. Ms. Sterling establishes a foundation as to Plaintiff's registration of the domain name, sleepspot.org. The domain name was set up during the course of this litigation, on April 1, 2010. It is set to expire on April 1, 2011. Plaintiff has the right to renew this registration and, thus, avoid any damages which he alleges will occur if he does not. *See* Sterling Declaration at ¶ 11. Until such time as he has incurred actual damages, there is no ripe claim or controversy to be considered. In light of constitutional precedent, Plaintiff is not entitled to an advisory opinion based upon hypothetical future events. While Network Solutions is confident that it will proceed in accordance with its contractual and legal rights, it would be improper to litigate future events which may or may not occur.

2. Proposed Claims Barred in this Court Based Upon Service Agreement

Further demonstrating the futility of allowing the current amendment, when registering sleepspot.org, Plaintiff agreed to be bound to certain contractual provisions in the Service Agreement attached to Ms. Sterling's Affidavit as Exhibit A. Among those provisions was a forum/venue selection clause providing that Plaintiff agreed to "submit to exclusive subject matter jurisdiction, personal jurisdiction and venue in the United States District Court for the Eastern District of Virginia, Alexandria Division, for any disputes between [Plaintiff] and Network Solutions." Service Agreement at ¶ 21 (alterations supplied). So any attempt to litigate matters related to this domain name would be subject to dismissal or transfer.

3. Amendment Otherwise Improper Under Rule 15 Standards

Since it is practically impossible to decipher any current actionable conduct Plaintiff contends Network Solutions has engaged in, it is clear that the proposed Amended Complaint fails to assert any facts upon which relief may be granted and is improper for the same reasons set for in Doc. # 125. Given that these claims are not ripe for consideration; that Plaintiff has contractually agreed that any such claims would have to be brought in the State of Virginia; that Plaintiff has repeatedly failed to correct his pleadings; the delay that would be occasioned by allowing this amendment; and based upon the overall tenor with which Plaintiff has proceeded in his attempts to “wreak revenge” upon these Defendants, the Court should deny the pending Motion to Amend and should require that this case only proceed based upon the most current version of the Complaint. In light of the Court’s Order granting its Motion to Dismiss (Doc. #126), this would mean that no claims remain against Network Solutions, LLC.

**Conclusion**

Network Solutions requests that the Court deny Plaintiff’s Motion Requesting Leave to File Replacement Complaint (Doc. #132). As set forth above, the proposed amendment would be futile and is otherwise improper pursuant to the controlling law governing Fed. R. Civ. P. 15.

Respectfully submitted,

NETWORK SOLUTIONS, LLC,  
Defendant

By: /s/ John M. Scott  
Robert L. Jones, III, AR Bar #69041  
John M. Scott, AR Bar #97202  
Kerri E. Kobbeman, AR Bar #2008149  
CONNER & WINTERS, LLP  
211 E. Dickson Street  
Fayetteville, AR 72701  
Telephone (479) 582-5711  
Facsimile (479) 587-1426

**CERTIFICATE OF SERVICE**

I hereby certify that on June 11, 2010, I electronically filed the foregoing with the Clerk of Court using the CM/ECF System which will send notification of such filing to the following:

H. William Allen  
Brooks C. White  
Allen Law Firm  
212 Center Street, 9<sup>th</sup> Floor  
Little Rock, AR 72201

Michael H. Page  
Durie Tangri, LLP  
217 Leidesdorff St.  
San Francisco, CA 94111

Jennifer H. Doan  
Joshua R. Thane  
Haltom & Doan  
Crown Executive Center, Suite 100  
6500 Summerhill Rd.  
Texarkana, TX 75503

I hereby certify that I have mailed the document by the United States Postal Service to the following non CM/ECF participants:

Curtis J. Neeley, Jr.  
2619 N. Quality Lane, Apt. 123  
Fayetteville, AR 72703

/s/ John M. Scott

John M. Scott

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NAMEMEDIA, INC.;  
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DEFENDANTS

DECLARATION OF NATALIE STERLING

1. My name is Natalie Sterling; I am above the age of majority; I am employed by Network Solutions, LLC ("NSLLC") of Herndon, Virginia; and the facts set forth in this Declaration are based upon information of which I have personal knowledge.

2. I am, employed in the position of Subpoena Compliance Administrator for NSLLC, and, in that role, a part of my responsibilities includes acting as the custodian of registration records for NSLLC.

3. Network Solutions is a Delaware limited liability company whose principal place of business is Herndon, Virginia.

4. When an individual or entity chooses to register a domain name with Network Solutions, Network Solutions requires that the customer agree to Network Solutions' service agreement. Attached hereto as Exhibit A is a true and correct copy of version 8.6 of Network Solutions' Service Agreement ("Service Agreement"). Version 8.6 of the Service Agreement was in effect on April 1, 2010.





5. During the domain name registration process, each customer is presented with the following text on the Network Solutions website: "Please read the Network Solutions Service Agreement and click "Continue" below to agree to its terms." The text is in the form of a "hyperlink", meaning the user can click on the text to view the Service Agreement. Immediately next to this hyperlinked text on the Network Solutions website is a button that is clearly labeled "I agree to the Service Agreement – Continue". In order to continue with the domain name registration process, the customer is required to affirmatively click this button. Attached hereto as Exhibit B is a true and correct copy of a screenshot that shows the button that each new registrant must click to proceed further with the registration process.

6. If the customer fails to click this button, the transaction cannot proceed and the user will not be able to register his desired domain name with Network Solutions.

7. The Network Solutions' Service Agreement specifically provides that:  
You and we each agree to submit to exclusive subject matter jurisdiction, personal jurisdiction and venue of the United States District Court for the Eastern District of Virginia, Alexandria Division for any disputes between you and Network Solutions under, arising out of, or related in any way to this Agreement (whether or not such disputes also involve other parties in addition to you and Network Solutions). If there is no jurisdiction in the United States District Court for the Eastern District of Virginia, Alexandria Division, for any such disputes, you and we agree that exclusive jurisdiction and venue shall be in the courts of Fairfax County, Fairfax, Virginia.

8. This forum selection clause is very important to Network Solutions' business. Network Solutions provides domain name registration services for approximately seven million domain names registered to millions of customers in more than 200 countries throughout the world. Without the forum selection clause, Network Solutions could potentially be subject to suit anywhere. The cost of defending such lawsuits in so many different forums would be prohibitive.

9. All of Network Solutions' registrar services are provided in Virginia. Network Solutions' principal place of business is located in Virginia. Additionally, Network Solutions' servers, which effectuate its customers' domain name registrations, are located in Virginia.

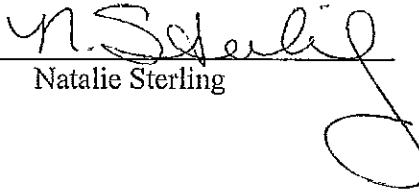
10. I am familiar with NSLLC's business records regarding the registration of the domain name sleepspot.org.

11. Based upon NSLLC's business records, Curtis Neeley first registered the domain name sleepspot.org on April 1, 2010, at which time he registered the domain name for one year, meaning it will expire April 1, 2011. Mr. Neeley has the right under his service agreement with NSLLC to renew the domain name registration services for this domain name up through that expiration date.

12. At the time he registered sleepspot.org through NSLLC, Mr. Neeley agreed to the terms of NSLLC's Service Agreement (Exhibit A).

13. I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED this 9 day of June, 2010.

  
Natalie Sterling

[Network Solutions](#) >> [Legal](#) >> [Static Service Agreement](#)

[Log In](#)

[Service Agreement](#)

[Site Terms of Use and DMCA Claims](#)

- [Site Terms of Use and DMCA Claims](#)

[Service Agreement](#)

- [General Provisions](#)
- [Domain Names \(nsWebAddress\)](#)
- [ccTLD Domain Names](#)
- [.BIZ Domain Names](#)
- [.INFO Domain Names](#)
- [.EU Domain Names](#)
- [.NAME Domain Names](#)
- [.US Domain Names](#)
- [.CA Domain Names](#)
- [.CN Domain Names](#)
- [.TW Domain Names](#)
- [.PRO Domain Names](#)
- [.MOBI Domain Names](#)
- [.GD Domain Names](#)
- [.TEL Domain Names](#)
- [Private Registration](#)
- [Change of Registrar Service](#)
- [Registrant Name Change Agreement](#)
- [Extended Year Service](#)
- [Email \(nsMail\)](#)
- [Web Forwarding](#)
- [WHOIS Business Listing](#)
- [nsWebsite, nsSpace, nsBusinessSpace, and Website Builder Tool](#)
- [MyComputer Services](#)
- [Certified Offer Service](#)
- [Hosting Service \(nsHosting\)](#)
- [Online Marketing Services \(nsMarketing\)](#)
- [Paid Advertising Services \(nsMarketing\)](#)
- [Website Design Services \(Design/Develop\)](#)
- [Ecommerce Services \(nsCommerceSpace\)](#)
- [MessageGuard](#)
- [WatchDog \(nsProtect Safe\)](#)
- [Website Migration Services \(TransferMe\)](#)
- [Freelance Logo Design Service](#)
- [Free Website Package](#)

[Policies](#)

- [Privacy Policy](#)
- [Uniform Domain Name Dispute Resolution Policy](#)
- [Domain Deletion Policy](#)
- [Domain Transfer Policy](#)



- Acceptable Use Policy

#### SSL Legal Repository

- Subscriber Agreements
- Relying Party Agreements
- Relying Party Guarantee
- Certification Practice Statement: Basic, Advanced, Wildcard
- EV Subscriber Agreements
- EV Certification Practice Statement

#### LinkTogether™ Terms of Use

- LinkTogether™ Terms of Use

#### Report Seal Misuse

- SSL Seal Misuse
- WatchDog Seal Misuse

ALL SERVICES ARE GOVERNED BY THE GENERAL TERMS AND CONDITIONS THAT ARE LISTED BELOW ALONG WITH THE TERMS IN THE APPLICABLE SCHEDULE(S) FOR THE SPECIFIC SERVICES THAT ARE PURCHASED.

#### **This is Service Agreement Version Number 8.6**

**1. INTRODUCTION.** In this Service Agreement ("Agreement"), "you" and "your" refer to each customer ("Customer") and its agents, including each person listed in your account information as being associated with your account, and "we", "us" and "our" refer collectively to Network Solutions, LLC and its wholly-owned subsidiaries ("Network Solutions"). This Agreement explains our obligations to you, and your obligations to us in relation to the Network Solutions service(s) you purchase. By purchasing or otherwise applying for Network Solutions service(s), you agree to establish an account with us for such services. When you use your account or permit someone else to use your account to purchase or otherwise acquire access to additional Network Solutions service(s) or to modify or cancel your Network Solutions service(s) (even if we were not notified of such authorization), this Agreement as amended covers any such service or actions. Additionally, you agree that each person listed in your account information as being associated with your account for any services provided to you (including, but not limited to, domain name registration services) is your agent with full authority to act on your behalf with respect to such services in accordance with the permissions granted, and that the Primary Contact and Account Administrative Contact for your account shall have the authority, without limitation, to terminate, transfer (where transfer is permitted by the Agreement), or modify such services or your account information, or purchase additional services. Any acceptance of your application(s) or requests for our services and the performance of our services will occur at our offices in Herndon, Virginia, the location of our principal places of business. Except as otherwise expressly set forth in this Agreement, you agree that if you list, directly or by default, Network Solutions as a contact for your account and/or any of the services in your account, we have the right, without notice, to remove our name and/or information from any such account or service and to replace the same with the name and/or information provided by you for any other contact associated with that account or service.

**2. VARIOUS SERVICES.** Sections 1 through 30 apply to any and all Network Solutions services that you purchase, whether purchased separately or as a part of a complete solution or package bundle. The terms and conditions set forth in the Schedules of this Agreement apply only to customers who have purchased the Network Solutions services referenced in those Schedules. In the event of any inconsistency between the terms of Sections 1 through 30 and the terms of the Schedules, the terms of the Schedules shall control with regard to the applicable Network Solutions service.

**IMPORTANT NOTICE CONCERNING SERVICES THAT ARE COMBINED TOGETHER AS A PART OF A BUSINESS SOLUTION:** If you purchase Network Solutions services that are sold together as a "bundled" package (e.g., you select nsSpace™ that includes both a domain name (nsWebAddress™) and a Network Solutions Website builder or other services, as opposed to your purchasing such services separately), termination of any part of the services will result in termination of all Network Solutions services provided as part of the bundled package. Please see Section 10(d) of this Agreement for more information. You acknowledge and agree that some or all of the services you purchase or receive from us may be provided by one or more vendors, contractors or affiliates selected by Network Solutions in its sole discretion. As a part of your Services, Network Solutions may provide you access to third party functionality or services, including, but not limited to applications, widgets, RSS and other types of news, event and industry feeds, calculators, recommended copy, forms and templates that are incorporated or are offered as a part of one or more of the Services ("Third Party Functionality"). You expressly agree that any Third Party Functionality (including products, services or offering)s that are available to You as a part of any of the Network Solutions product or services shall be used by You in accordance with the terms of any relevant third party licenses. Your failure to abide by any third party license may result in the immediate termination of your services by Network Solutions. Furthermore, Network Solutions does not control such Third Party Functionality and is therefore not liable for any issues of any kind relating to the Third Party Functionality. Network Solutions reserves the right, at its sole discretion, to terminate, suspend, cancel or alter your access to Third Party Functionality at any time.

**3. FEES, PAYMENT AND TERM OF SERVICE.** As consideration for the services you purchased, you agree to pay Network Solutions the applicable service(s) fees set forth on our Website at the time of your selection, or, if applicable, upon receipt of your invoice from Network Solutions. All fees are due immediately and are non-refundable, except as otherwise expressly noted in one or more of the Schedules to this Agreement or as such fees are billed by Network Solutions under an invoice to a Customer that expressly permits payment for Services by a Customer within thirty (30) days after Network Solutions has sent the Customer such invoice ("Net-30 Customers"). Network Solutions may require a Customer to successfully complete a credit application prior to such Customer qualifying to become a Net-30 Customer. Customers who purchase Service(s) through outbound telemarketing and request cancellation of Service(s) within ten (10) days of purchase are entitled to a refund of all fees. If you qualify, we may extend payment terms to you under our Business Account Credit Program. Network Solutions will charge you a processing fee if you terminate or cancel any package prior to the completion of any limited money-back guarantee time period for that package or service (the "Processing Fee"). A Processing Fee of \$29.95 will be charged for the cancellation of any one-year annual hosting, ecommerce, or Website design package. The Processing Fees for cancellation of multi-year packages will be: \$24.95 per year for two-year packages, \$19.95 per year for three-year packages, \$14.95 per year for five-year packages and \$9.95 per year for ten-year packages. Unless otherwise specified herein or on our Website, each Network Solutions service is for a one-year initial term and renewable thereafter for successive one to ten-year terms, as set forth during the renewal process. Any renewal of your services with us is subject to our then current terms and conditions, including, but not limited to, successful completion of any applicable authentication procedure, and payment of all applicable service fees at the time of renewal and in the case of domain name re-registration, the domain name registry's acceptance of your domain name registration. Except with respect to service to which you subscribe on a monthly basis, we will endeavor to provide you notice



prior to the renewal of your services at least fifteen (15) days in advance of the renewal date. Additional payment terms may apply to the Network Solutions services you purchase, as set forth in the applicable Schedules to this Agreement. Pricing for services, renewals, and product upgrades and add-ons may vary based upon the date of your purchase. We may provide you with an opportunity to "opt in" to our automatic renewal process in accordance with the instructions (and subject to your agreement to the terms and conditions pertaining to that process) on our Website. You agree that if you use of our auto-renew service, we will attempt to renew your service approximately sixty (60) days prior to its expiration, for the same term then-currently in place for the service, and at the then-current price for the service. You acknowledge and agree that the renewal price may be higher or lower than the price you paid for the then-current term of the service, and that we are authorized to charge your credit card or other payment method (such as PayPal®) on file for the renewal of the service(s). In any event, you are solely responsible for the credit card or payment information you provide to Network Solutions and must promptly inform Network Solutions of any changes thereto (e.g., change of expiration date or account number). In addition, you are solely responsible for ensuring the services are renewed. Network Solutions shall have no liability to you or any third party in connection with the renewal as described herein, including, but not limited to, any failure or errors in renewing the services. In order to process a renewal under our auto-renew service, we may use third-party vendors for the purpose of updating the expiration date and account number of your credit card or payment method on file. Such third-party vendors maintain relationships with various credit card issuers and may be able to provide us with the updated expiration date and account number for your credit card by comparing the information we have on file with the information the third-party has on file. By selecting our auto-renew service, you acknowledge and agree that we may share your credit card or other payment method information with such a third-party vendor for the purpose of obtaining any update to your credit card expiration date, account number, or payment account. You agree to pay all value added, sales and other taxes (other than taxes based on Network Solutions income) related to Network Solutions services or payments made by you hereunder. All payments of fees for Network Solutions services shall be made in U.S. dollars. Set up fees, if any, will become payable on the applicable effective date for the applicable Network Solutions services. All sums due and payable that remain unpaid after any applicable cure period herein will accrue interest as a late charge of 1.5% per month or the maximum amount allowed by law, whichever is less. In the event of non-payment by a Net-30 Customer on any amount of any invoice, Network Solutions reserves the right to refer such invoice and Net-30 Customer to a collection agency in order for Network Solutions to secure payment on the invoice. Network Solutions may terminate any or all of the Services of a Net-30 Customer who fails to pay an invoice in a timely fashion. Network Solutions may charge a late fee(s) to Net-30 Customers for late payment of an invoice or a reinstatement fee(s) to Net-30 Customers who wish to reinstate Service(s) that have been terminated due to non-payment.

**4. ACCURATE INFORMATION.** You agree to: (1) provide certain true, current, complete and accurate information about you as required by the application process; and (2) maintain and update according to our modification procedures the information you provided to us when purchasing our services as needed to keep it current, complete and accurate. We rely on this information to send you important information and notices regarding your account and our services. You agree that Network Solutions (itself or through its third party service providers) is authorized, but not obligated, to use Coding Accuracy Support System (CASS) certified software and/or the National Change of Address program (and/or such other systems or programs as may be recognized by the United States Postal Service or other international postal authority for updating and/or standardizing address information) to change any address information associated with your account (e.g., registrant address, billing contact address, etc.), and you agree that Network Solutions may use and rely upon any such changed address information for all purposes in connection with your account (including the sending of invoices and other important account information) as though such changes had been made directly by you.

**5. PRIVACY.** Our privacy statement, (a) for Websites and/or value added services purchased through [www.netsolwebsites.com](http://www.netsolwebsites.com) is located on our Website at <http://www.networksolutions.com/legal/privacy-policy.jsp> and is incorporated herein by reference, as it is applicable to such Website purchases (other services purchased through [www.netsolwebsites.com](http://www.netsolwebsites.com), including, but not limited to, domain name registrations, are covered by the privacy statement set forth on our Web site at <http://www.networksolutions.com/legal/privacy-policy.jsp>), (b) for Network Solutions services purchased through [www.mycomputer.com](http://www.mycomputer.com) is located on our Website at [http://www.mycomputer.com/agreements/privacy\\_policy.html](http://www.mycomputer.com/agreements/privacy_policy.html) and is incorporated herein by reference for all such Network Solutions services, and (d) for all other Network Solutions services is located on our Website at <http://www.networksolutions.com/legal/privacy-policy.jsp> and is incorporated herein by reference for all such Network Solutions services. The applicable privacy statement sets forth your and our rights and responsibilities with regard to your personal information. You agree that we, in our sole discretion, may modify our privacy statement. We will post such revised statement on our Website at least thirty (30) calendar days before it becomes effective. You agree that, by using our services after modifications to the privacy statement become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us except as otherwise expressly provided in one or more of the Schedules attached hereto. We will not process the personal data that we collect from you in a way incompatible with the purposes and other limitations described in our privacy statement. You represent and warrant that you have provided notice to, and obtained consent from, any third party individuals whose personal data you supply to us as part of our services with regard to: (i) the purposes for which such third party's personal data has been collected, (ii) the intended recipients or categories of recipients of the third party's personal data, (iii) which parts of the third party's data are obligatory and which parts, if any, are voluntary; and (iv) how the third party can access and, if necessary, rectify the data held about them. You further agree to provide such notice and obtain such consent with regard to any third party personal data you supply to us in the future. We are not responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals nor for your providing outdated, incomplete or inaccurate information.

**6. OWNERSHIP.** Except as otherwise set forth herein, all right, title and interest in and to all, (i) registered and unregistered trademarks, service marks and logos; (ii) patents, patent applications, and patentable ideas, inventions, and/or improvements; (iii) trade secrets, proprietary information, and know-how; (iv) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (v) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, software and (vi) all other intellectual property, proprietary rights or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of the Network Solutions services identified herein ("Network Solutions Intellectual Property Rights") are owned by Network Solutions or its licensors, and you agree to make no claim of interest in or ownership of any such Network Solutions Intellectual Property Rights. You acknowledge that no title to the Network Solutions Intellectual Property Rights is transferred to you, and that you do not obtain any rights, express or implied, in the Network Solutions or its licensors' service, other than the rights expressly granted in this Agreement. To the extent that you create any Derivative Work (any work that is based upon one or more preexisting versions of a work provided to you, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such preexisting works may be recast, transformed or adapted) such Derivative Work shall be owned by Network Solutions and all right, title and interest in and to each such Derivative Work shall automatically vest in Network Solutions. Network Solutions shall have no obligation to grant you any right in any such Derivative Work.



**7. EXCLUSIVE REMEDY; TIME LIMITATION ON FILING ANY CLAIM.** YOU AGREE THAT OUR ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY NETWORK SOLUTIONS SERVICE(S) PROVIDED UNDER THIS AGREEMENT AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNT YOU PAID FOR SUCH SERVICE(S) DURING THE TERM OF THIS AGREEMENT. IN NO EVENT SHALL NETWORK SOLUTIONS, ITS LICENSORS AND CONTRACTORS (INCLUDING, BUT NOT LIMITED TO, THIRD PARTIES PROVIDING SERVICES AS PART OF THE SUBSCRIPTION SERVICE FOR WEBSITES FROM NETWORK SOLUTIONS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF NETWORK SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN NETWORK SOLUTIONS'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH STATES. Network Solutions and its licensors and contractors disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of God; (4) loss or liability resulting from the unauthorized use or misuse of your account number, password or security authentication option; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or service(s) provided under this agreement; (6) loss or liability relating to the deletion of or failure to store email messages; (7) loss or liability resulting from the development or interruption of your Website or your Network Solutions Website; (8) loss or liability from your inability to use our email service, Website manager service or any component of the subscription service (for websites from Network Solutions); (9) loss or liability that you may incur in connection with our processing of your application for our services, our processing of any authorized modification to your domain name record or your agent's failure to pay any fees, including the initial registration fee or re-registration fee; (10) loss or liability as a result of the application of our dispute policy; or (11) loss or liability relating to limitations, incompatibilities, defects, or other problems inherent in xml, xkms, or any other standard not under Network Solutions sole control. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF OUR SERVICES MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR SUCH CLAIM SHALL BE FOREVER BARRED.

**8. DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF OUR SERVICE(S) OR OUR LICENSORS' SERVICES IS SOLELY AT YOUR OWN RISK. YOU AGREE THAT ALL OF SUCH SERVICES ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT. WE AND OUR LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER NETWORK SOLUTIONS NOR OUR LICENSORS MAKE ANY WARRANTY THAT SERVICE(S) LICENSED HEREUNDER WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE OR OUR LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR SERVICES. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA

THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. WE MAKE NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH ANY OF OUR SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH SUCH SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OUR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN, YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. WE ARE NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY WITH RESPECT TO ANY PRODUCTS AND/OR SERVICES PURCHASED BY YOU FROM A THIRD PARTY.

**9. INDEMNITY.** You agree to release, indemnify, defend and hold harmless Network Solutions and any of our (or their) contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, relating to or arising out of (a) this Agreement or the breach of your warranties, representations and obligations under this Agreement, (b) the Network Solutions services or your use of such services, including without limitation infringement or dilution by you, or someone else using our service(s) from your computer, (c) any intellectual property or other proprietary right of any person or entity, (d) a violation of any of our operating rules or policies relating to the service(s) provided, (e) any information or data you supplied to Network Solutions, including, without limitation, any misrepresentation in your application, if applicable, (f) the inclusion of metatags or other elements in any website created for you or by you via the Network Solutions services, or (g) any information, material, or services available on your licensed Network Solutions Website. When we are threatened with suit or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us. Such assurances may, without limitation, be in the form of a deposit of money by you to us or our representatives to cover our fees and expenses, including but not limited to reasonable attorneys' fees, in any such suit or threat of suit. Your failure to provide such assurances may be considered by us to be a material breach of this Agreement. We shall have the right to participate in any defense by you of a third-party claim related to your use of any of the Network Solutions services, with counsel of our choice. We shall reasonably cooperate in the defense at your request and expense. You shall have sole responsibility to defend us against any claim, but you must receive our prior written consent regarding any related settlement. The terms of this paragraph will survive any termination or cancellation of this Agreement.

## **10. TERMINATION.**

a. By You. You may terminate this Agreement upon at least thirty (30) days written notice to Network Solutions for any reason.

b. By Us. We may terminate this Agreement or any part of the Network Solutions services at any time in the event you breach any obligation hereunder, fail to respond within ten (10) calendar days to an inquiry from us concerning the accuracy or completeness of the information referred to in Section 4 of this Agreement, if we determine in our sole discretion that you have violated the Network Solutions Acceptable Use Policy, which is located on our Website at <http://www.networksolutions.com/legal/aup.jsp> and is incorporated herein and made part of this Agreement by reference, or upon thirty (30) days prior written notice if we terminate or significantly alter a product or service offering.

c. Effect of Termination. Except as otherwise expressly set forth herein or on our Website, Network Solutions will cease charging your credit card, if applicable, for any monthly service fees as of the

expiration of the monthly billing cycle in which the termination is effective. Unless otherwise specified in writing by Network Solutions, you will not receive any refund for payments already made by you as of the date of termination, and, you may incur additional fees (in the case of a monthly or annual subscription being paid over time, as provided in various Schedules below). If termination of this Agreement is due to your default hereunder, you shall bear all costs of such termination, including any reasonable costs Network Solutions incurs in closing your account. You agree to pay any and all costs incurred by Network Solutions in enforcing your compliance with this Section. Upon termination, you shall destroy any copy of the materials licensed to you hereunder and referenced herein. You agree that upon termination or discontinuance for any reason, we may delete all information related to you on the Network Solutions service, if applicable. In addition to the terms set forth herein, certain Network Solutions services may have additional terms regarding termination, which are set forth in the applicable Schedule.

d. **Effect of Termination of Solutions or Bundled Services.** In addition to the terms set forth in subsection 10(c) above, if you purchase Network Solutions services which are sold together as a solution or bundled package of Services, any termination relating to such solution will terminate all Network Solutions services included in such bundle. For instance, without limiting the generality of the foregoing, any domain name (nsWebAddress™) registered with or maintained by Network Solutions under this Agreement (but not including any domain names you may have registered, either with Network Solutions or a third-party registrar, separately and not as part of a bundled service may be cancelled and may thereafter be available for registration by another party. You acknowledge and agree that upon any termination or cancellation of your bundled services or solution the terms and conditions regarding transfer of expired domain names as described in this Service Agreement, Schedule A, paragraph 14 may apply. Upon the effective date of termination, Network Solutions will no longer provide the solution or bundled Services to you, any licenses granted you shall immediately terminate, and you shall cease using such services immediately; provided, however, that we may, in our sole discretion and subject to your agreeing to be bound by the applicable agreement(s) and to pay the applicable fees, allow you to convert certain services included in the bundled services to stand alone services. Should you or we cancel or terminate your Services at any time prior to the completion of the one-year term, such cancellation or termination may result in an early termination fee charged to your account.

e. If you breach any term of this Agreement including, but not limited to, this terms of any Schedule, Network Solutions may, in its sole and exclusive discretion, suspend or terminate your Services immediately and without notice to you. Service Fees may continue to accrue on suspended accounts and you will continue to remain responsible for the payment of any Service Fees that accrue during the period of suspension.

**11. REPRESENTATIONS AND WARRANTIES.** You agree and warrant that: (i) neither your registration nor use of the any of the Network Solutions services nor the manner in which you intend to use such Network Solutions Services will directly or indirectly infringe the legal rights of a third party, (ii) you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder, (iii) you have selected the necessary security option(s) for your domain name registration record, (iv) you are of legal age to enter into this Agreement (or you are at least 13 years of age and have your parents' permission to apply for services hereunder); and (vi) you agree to comply with all applicable laws and regulations.

**12. MODIFICATIONS TO AGREEMENT.** Except as otherwise provided in this Agreement, you agree during the term of this Agreement, that we may: (1) revise the terms and conditions of this Agreement; and/or (2) change part of the Services provided under this Agreement at any time. Any such revision or change will be binding and effective 30 days after posting of the revised Agreement



or change to the service(s) on Network Solutions Websites, or upon notification to you by email or United States mail. You agree to periodically review our Websites, including the current version of this Agreement available on our Websites, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice. Notice of your termination will be effective on receipt and processing by us. Any fees paid by you if you terminate your Agreement with us are nonrefundable, except as expressly noted otherwise in one or more of the Schedules to this Agreement, but you will not incur any additional fees. By continuing to use Network Solutions Services after any revision to this Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. We are not bound by nor should you rely on any representation by (i) any agent, representative or employee of any third party that you may use to apply for our services; or in (ii) information posted on our Website of a general informational nature. No employee, contractor, agent or representative of Network Solutions is authorized to alter or amend the terms and conditions of this Agreement.

**13. ACCOUNT ACCESS.** To access or use the Network Solutions services or to modify your account, you may be required to establish an account and obtain a login name, account number, password and/or passphrase. You authorize us to process any and all account transactions initiated through the use of your password and/or passphrase. You are solely responsible for maintaining the confidentiality of your password and passphrase. You must immediately notify us of any unauthorized use of your password or passphrase, and you are responsible for any unauthorized activities, charges and/or liabilities made through your password or passphrase. In no event will we be liable for the unauthorized use or misuse of your login name, account number, password or passphrase. You agree that we may log off any account that is inactive for an extended period of time.

**14. AGENTS.** You agree that, if your agent, (e.g., your Primary Contact or Account Administrative Contact, Internet Service Provider, employee) purchased our service(s) on your behalf, you are nonetheless bound as a principal by all terms and conditions herein, including the domain name dispute policy. Your continued use of our services ratifies any unauthorized actions of your agent. By using your login name, account number or password, or otherwise purporting to act on your behalf, your agent certifies that he or she is authorized to apply for our services on your behalf, that he or she is authorized to bind you to the terms and conditions of this Agreement, that he or she has apprised you of the terms and conditions of this Agreement, and that he or she is otherwise authorized to act on your behalf. In addition, you are responsible for any errors made by your agent.

**15. OTHER POLICIES.** In addition to the terms and conditions set forth in this Agreement, the purchase of services may make other Network Solutions Policies applicable to you and the use of our services. In making a purchase of our services, you agree to the terms set forth in these policies. Network Solutions reserves the right to make changes to these policies. You agree to periodically review the policies in our Terms of Use to be aware of any such revisions.

**16. RIGHT OF REFUSAL.** We, in our sole discretion, reserve the right to refuse to register your chosen domain name, issue you a digital certificate, or register you for other Network Solutions service(s), or to delete your chosen domain name within the first thirty (30) calendar days from receipt of your payment for such services. In the event we do not register your chosen domain name, issue you a digital certificate, or register you for other Network Solutions service(s), or we delete your chosen domain name or other Network Solutions service(s) within such thirty (30) calendar day period, we agree to refund any applicable fee(s) you have paid. You agree that we shall not be liable to you for loss or damages that may result from our refusal to register your chosen domain name, refusal to issue a digital certificate, the deletion of your chosen domain name or refusal to register you for other Network Solutions service(s).

**17. NOTICES AND ANNOUNCEMENTS.** (a) Except as expressly provided otherwise herein, all notices to Network Solutions shall be in writing and delivered via overnight courier or certified mail, return receipt requested to Network Solutions, LLC, Attention: Legal Department, 13861 Sunrise Valley Drive, Herndon, Virginia 20171. All notices to you shall be delivered to your mailing address or email address as provided in your account information (as updated by you pursuant to this Agreement) or to any email address associated with your domain name registration(s) with Network Solutions. (b) You authorize us to contact you as our customer via telephone, at the number provided by you in your account information (as updated by you pursuant to this Agreement), which telephone number is incorporated herein by reference, email or postal mail regarding information that we deem is of potential interest to you. Notices and announcements may include commercial emails, telephone solicitations and other notices describing changes, upgrades, new products and services or other information pertaining to Internet security or to enhance your identity on the Internet and/or other relevant matters.

**18. SEVERABILITY.** You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of this Agreement; this Agreement will be deemed amended to the extent necessary to make this Agreement enforceable, valid and, to the maximum extent possible consistent with applicable law, consistent with the original intentions of the parties; and the remaining terms and provisions will remain in full force and effect.

**19. ENTIRE AGREEMENT.** You agree that this Agreement, the rules and policies incorporated by reference in this Agreement (including, without limitation, the dispute policy and the privacy statement) are the entire, complete and exclusive agreement between you and us regarding our services and supersede all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement, including, without limitation, any purchase order provided by you for the services.

**20. ASSIGNMENT AND RESALE.** Except as otherwise set forth herein, your rights under this Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at our option. You agree not to reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes any of the services (or portion thereof) without Network Solutions prior express written consent.

## **21. GOVERNING LAW.**

a. You and Network Solutions agree that this Agreement and any disputes hereunder shall be governed in all respects by and construed in accordance with the laws of the Commonwealth of Virginia, United States of America, excluding its conflict of laws rules. You and we each agree to submit to exclusive subject matter jurisdiction, personal jurisdiction and venue of the United States District Court for the Eastern District of Virginia, Alexandria Division for any disputes between you and Network Solutions under, arising out of, or related in any way to this Agreement (whether or not such disputes also involve other parties in addition to you and Network Solutions). If there is no jurisdiction in the United States District Court for the Eastern District of Virginia, Alexandria Division, for any such disputes, you and we agree that exclusive jurisdiction and venue shall be in the courts of Fairfax County, Fairfax, Virginia.

b. The parties hereby waive any right to jury trial with respect to any action brought in connection with this Agreement.

c. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

**22. AGREEMENT TO BE BOUND.** By applying for a Network Solutions service(s) through our online application process or otherwise, or by using the service(s) provided by Network Solutions under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and documents incorporated by reference.

**23. INDEPENDENT PARTIES.** Neither party nor their employees, consultants, contractors or agents are agents, employees or joint ventures of the other party, and they do not have any authority to bind the other party by contract or otherwise to any obligation. Each party shall ensure that the foregoing persons shall not represent to the contrary, either expressly, implicitly, by appearance or otherwise. Except as otherwise expressly stated herein, we agree there shall be no third party beneficiaries to this Agreement.

**24. WAIVER.** No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by an authorized representative of Network Solutions. The remedies of Network Solutions under this Agreement shall be cumulative and not alternative, and the election of one remedy for a breach shall not preclude pursuit of other remedies. The failure of a party, at any time or from time to time, to require performance of any obligations of the other party hereunder shall not affect its right to enforce any provision of this Agreement at a subsequent time, and the waiver of any rights arising out of any breach shall not be construed as a waiver of any rights arising out of any prior or subsequent breach.

**25. EXPORT RESTRICTIONS.** You acknowledge and agree that you shall not import, export, or re-export directly or indirectly, any commodity, including your products incorporating or using any Network Solutions services in violation of the laws and regulations of any applicable jurisdiction.

**26. U.S. Government Users.** In the event any software is provided by Network Solutions to a U.S. Government User, the software and accompanying documentation which are used as part of the Network Solutions service are "commercial items," as such terms are defined at 48 C.F.R. 2.101 (Revised Oct 2002), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Revised Oct 2002) and is provided to the U.S. Government only as a commercial end item. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (Revised Oct 2002), all U.S. Government entities acquiring the use of the Service and accompanying documentation shall have only those rights set forth herein.

**27. FORCE MAJEURE.** Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its control including, but not limited to: earthquake; flood; fire; storm; natural disaster; act of God; war; terrorism; armed conflict; labor strike; lockout; boycott; supplier failures, shortages, breaches, or delays; or any law, order regulation, direction, action or request of the government, including any federal, state and local governments having or claiming jurisdiction over Network Solutions, or of any department, agency, commission, bureau, corporation or other instrumentality of any federal, state, or local government, or of any civil or military authority; or any other cause or circumstance, whether of a similar or dissimilar nature to the foregoing, beyond the reasonable control of the affected party, provided that the party relying upon this section (i) shall have given the other party written notice thereof promptly and, in any event, within five (5) days of discovery thereof and (ii) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the



event a force majeure event described in this Section extends for a period in excess of thirty (30) days in the aggregate, Network Solutions may immediately terminate this Agreement.

**28. HEADINGS.** The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

**29. SURVIVAL.** In the event this Agreement terminates as provided herein, Sections 1, 2, 3, 6, 7, 8, 9, 10(c), 10(d), 11, 14, 15, and 17 through 29 of this Agreement shall survive such expiration or termination.

**30. AIRLINE FREQUENT FLYER MILES.** Network Solutions may provide you with the opportunity to receive airline frequent flyer miles ("Miles") with select airlines as determined by Network Solutions, in its sole discretion from time to time, for qualifying purchases in accordance with the terms and conditions set forth on our Website. You acknowledge and agree that (a) any Miles accrued and awards issued are subject to the terms and conditions of the applicable frequent flyer program, (b) all applicable taxes and fees related to such Miles and/or award travel are your responsibility, (c) in order to earn Miles for qualifying purchases the name on your Network Solutions account and the applicable frequent flyer account must match, (d) Network Solutions has your permission to provide your account information to the applicable airline granting any such Miles, (e) you will only be eligible to receive up to one hundred thousand (100,000) American Airlines® AAdvantage® Miles during a 12-month period if you are a U.S. entity or citizen or sixty thousand (60,000) American Airlines AAdvantage Miles during a 12-month period if you are a non-US entity or citizen, (f) you will only be eligible to receive up to fifty thousand (50,000) United® Mileage Plus® Miles during a 12-month period, (g) all Delta SkyMiles® credited to your Delta SkyMiles program account shall be standard miles and shall not count toward medallion or other elite status unless otherwise stated by Delta, (h) all US Airways® Dividend Miles terms and conditions apply, and (i) all claims related to or arising from uncredited Miles must be made within one (1) year of the date of any such qualifying purchase. Please allow 8-10 weeks for miles to be posted to the applicable frequent flyer account. Miles will be processed after two full months of service for Web Hosting transactions. You are eligible to earn Miles for qualifying purchases unless otherwise stated by the applicable airline frequent flyer program, your employer or other third party.

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American Airlines reserves the right to change the AAdvantage program at any time without notice. American Airlines is not responsible for products or services offered by other participating companies. For complete details about the AAdvantage program, visit [www.aa.com](http://www.aa.com). United® and Mileage Plus® are registered trademarks of United Air Lines, Inc. United may change Mileage Plus program rules, regulations, travel awards and special offers or terminate the Mileage Plus program at any time and without notice. United, its subsidiaries, affiliates, and agents are not responsible for any products and services of other participating companies. For complete details about the Mileage Plus program, visit [www.united.com](http://www.united.com). Network Solutions reserves the right to end or amend this program without notice.

**SERVICE SPECIFIC TERMS:** The following terms apply in addition to Sections 1 through 30 only if you have purchased the particular Service described or if the Service was purchased as part of a bundled solution:

#### **SCHEDULE A TO NETWORK SOLUTIONS SERVICE AGREEMENT**

**ADDITIONAL TERMS APPLICABLE TO REGISTRANTS OF DOMAIN NAMES  
(nsWebAddress™)**

The terms in this Schedule apply to the registration and use of an nsWebAddress™ or domain name.

1. **Security.** Network Solutions does not guarantee the security of your domain name registration records, and you assume all risks that the password and/or passphrase you select may be compromised as a result of fraudulent, unauthorized or illegal activity.

2. **Fees and Payment.** Initial domain name registrations, and domain name registrations that have passed the registration agreement's anniversary date, must be in a paid status to transfer, delete, modify, or otherwise to request Network Solutions to affect the domain name record or to provide domain name services. Domain name registrations in an unpaid status are routinely deleted on a regular basis.

3. **Transfers and Licensing of Use.** You agree that you may not transfer your domain name registration to another domain name registrar during the first sixty (60) days from the effective date of your initial domain name registration with us. In addition, you agree that you may not transfer your domain registration to another domain name registrar for thirty (30) days after there has been a change in your Primary Contact information or WHOIS Administrative Contact information for your account (s). You may transfer your domain name registration to a third party of your choice, subject to the procedures and conditions found at: <http://www.networksolutions.com/legal/static-service-agreement.jsp#rnca>, incorporated herein by reference. Even if you license the use of our domain name registration services to a third party, you remain responsible for complying with all terms and conditions of this Agreement, and you accept liability for harm caused by such licensee's wrongful use of our domain name registration services, unless you promptly disclose the identity of such licensee upon request by any person who provides reasonable evidence of actionable harm.

4. **Network Solutions' Disclosure of Certain Information.** Subject to the requirements of our privacy statement, in order for us to comply the current rules and policies for the domain name system, you hereby grant to Network Solutions the right to disclose to third parties through an interactive publicly accessible registration database (such as WHOIS) the following mandatory information that you are required to provide when registering or reserving a domain name: (i) the domain name(s) registered by you; (ii) your name and postal address; (iii) the name(s), postal address(es), email address(es), voice telephone number and where available the fax number(s) of the technical, administrative and billing contacts for your domain name(s); (iv) the Internet protocol numbers of the primary nameserver and secondary nameserver(s) for such domain name(s); (v) the corresponding names of those nameservers; (vi) the original creation date of the registration; and (vii) the expiration date of the registration. If you are an individual who wishes to opt out of having your information displayed in the WHOIS database, you must choose the Private Registration service that is described in Schedule D to this Agreement. You consent to allow us to transmit this registration data to an ICANN approved or designated escrow agent who stores this information pursuant to ICANN requirements. You also grant to Network Solutions the right to make this information available in bulk form to third parties who agree not to use it to (a) allow, enable or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via telephone, facsimile, or email (spam) or (b) enable high volume, automated, electronic processes that apply to our systems to register domain names.

5. **Domain Name Dispute Policy.** If you registered a domain name through us, you agree to be bound by our current domain name dispute policy that is incorporated herein and made a part of this Agreement by reference. The current version of the domain name dispute policy may be found at our Website: <http://www.icann.org/dndr/udrp/policy.htm>. In the event of any inconsistency between the



provisions in this Agreement and those in the domain name dispute policy, the provisions of this Agreement shall prevail.

6. Domain Name Dispute Policy Modifications. You agree that we, in our sole discretion, may modify our dispute policy. We will post any such revised policy on our Website at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your domain name after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

7. Domain Name Disputes Brought by Third Parties. You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in our dispute policy in effect at the time of the dispute. For the adjudication of any disputes brought by a third party against you concerning or arising from your use of a domain name registered with us or your use of our domain name registration services, you (but not Network Solutions) agree to submit to subject matter jurisdiction, personal jurisdiction and venue of the United States District Court for the Eastern District of Virginia, Alexandria Division and the courts of your domicile. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions set forth below in this Agreement. If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the registry of the judicial body by supplying a party with a registrar certificate from us. You agree that we will comply with all court orders, domestic or international, directed against you and/or the domain name registration.

8. No Guaranty. You agree that, by registration of your chosen domain name, such registration does not confer immunity from objection to either the registration or use of your domain name.

9. Revocation. You agree that we may suspend, cancel or transfer your services, including, but not limited to, domain name registration services in order to: (i) correct mistakes made by us, another registrar or the registry in registering your chosen domain name; (ii) to resolve a dispute under our domain name dispute policy; or (iii) to remedy an unauthorized change in the domain name account.

10. Survival. In the event the Agreement or this Schedule terminates, Sections 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 of this Schedule shall survive such expiration or termination.

11. Under Construction Page. You acknowledge and agree that any or all domain names that are (i) registered with Network Solutions, (ii) hosted on a Network Solutions domain name server, and (iii) do not otherwise resolve to an active Website, may resolve to an "under construction" or similar temporary Web page ("Under Construction Page"), and that Network Solutions may place on any such Under Construction Page promotions and advertisements for, and links to, Network Solutions' Website, Network Solutions product and service offerings, third-party Websites, third-party product and service offerings, and/or Internet search engines. You agree that Network Solutions may change the content and/or appearance of, or disable, any Under Construction Page at any time, in its sole discretion, and without prior notice. If for any reason, you do not want a domain name to resolve to the Under Construction Page described above, you may select an Under Construction Page that

contains only Network Solutions branding and a domain name registration search box, as provided on our Website. You also agree that any domain name directory, sub-directory, file name or path (e.g. ) that does not resolve to an active web page on your Website being hosted by Network Solutions, may be used by Network Solutions to place a "parking" page, "under construction" page, or other temporary page that may include promotions and advertisements for, and links to, Network Solutions' Website, Network Solutions product and service offerings, third-party Websites, third-party product and service offerings, and/or Internet search engines. You agree that Network Solutions may change the content and/or appearance of, or disable any of these temporary pages at any time, in its sole discretion, and without prior notice.

12. Requests to Change Registrar; Transfers Generally. You agree that Network Solutions may deny any request to transfer a domain name registration that is otherwise capable of transfer to another registrar where you fail to respond appropriately to a transfer confirmation request from Network Solutions. Furthermore, you acknowledge and agree that pursuant to applicable policies adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN") related to the transfer of domain names it is possible for your domain name to be transferred to another registrar even though the transfer has not actually been approved by you, and you agree that we shall not be liable to you for any such unauthorized transfers. You also acknowledge and agree that we cannot control and shall not be liable to you for the actions of third parties, including but not limited to registry operators, in connection with a domain name transfer, or a reversal of or refusal to reverse a domain name transfer, whether or not the transfer was approved by you.

13. Domain Protect. You agree that we may, but are not obligated to, place your domain name registration in a Domain Protect status to prevent unauthorized transfers of your domain name registration, as described on our Website. You acknowledge and agree that in order to transfer a domain name registration that is in a Domain Protect status, you may first have to access the account manager tool on our Website and remove the domain name registration from Domain Protect status.

14. Grace Period; IP Address Changes; Renewal and Transfer of Expired Domain Names on Your Behalf. You agree that we may, but are not obligated to, allow you to renew your domain name registration services after the domain name expiration date has passed. You agree that after the expiration date of the domain name registration and before it is deleted or renewed, we may direct the domain name to an IP address designated by us, including, without limitation, to an IP address which hosts a parking, under construction or other temporary page that may include promotions and advertisements for, and links to, Network Solutions' Website, Network Solutions product and service offerings, third-party Websites, third-party product and service offerings, and/or Internet search engines, and you agree that we may place our contact information in the WHOIS output for the expired domain name. Should you not renew the domain name during any applicable grace period, you agree that unless you notify us to the contrary we may, in our sole discretion, renew and transfer the domain name to Network Solutions or a third party on your behalf (such a transaction is hereinafter referred to as a "Direct Transfer"), and your failure to so notify us after the domain name expiration date shall constitute your consent to such a Direct Transfer. In the event we are able to identify such a third party (the "Direct Transfer Customer") and effectuate such a Direct Transfer, we will notify you via email after the transaction is completed ("Direct Transfer Notification"). Additionally, you will be eligible to receive a portion of the funds received by us as a result of a Direct Transfer of the domain name, as follows: (i) if you registered the domain name with Network Solutions directly through our Website, you will be eligible to receive twenty percent (20%) of the Net Proceeds received by us from our third party vendor as a result of a Direct Transfer; and (ii) if you registered the domain name with Network Solutions through a third party agent (such as your ISP, for example), you will be eligible to receive fifteen percent (15%) of the Net Proceeds received by us from our third party vendor as a result of a Direct Transfer. You acknowledge and agree that the

Direct Transfer process may be facilitated through a single Direct Transfer Customer, or through a brief auction involving multiple parties who are interested in the domain name. For purposes of this paragraph, "Net Proceeds" shall mean the total fees paid to us by our third party vendor as a result of a Direct Transfer, less any registry fees, credit card charge-backs, processing and check fees, and other costs or fees associated with the Direct Transfer of the domain name. You agree that we shall have no obligation to pay you, and you shall have no right to receive, any percentage of the Net Proceeds unless, within ninety (90) days after the date of our Direct Transfer Notification, you first provide us with the name, address and related information requested by us (including, but not limited to, a Form W-9, if applicable) in our Direct Transfer Notification. We cannot guarantee, and we make no representation or promise, that any Direct Transfer will occur with respect to any particular domain name. You also agree that in the event your domain name services are terminated by us pursuant to this Agreement, we may transfer your domain name registration to Network Solutions or a third party, without any liability to you or obligation to compensate you in connection therewith.

15. New Customers through a Backorder Service. If you are registering a domain name through a backorder service and that domain name was registered with, and not yet deleted by, Network Solutions at the time of your purchase, you acknowledge and agree that the term of your registration will be for a period of one year from the original expiration date for the domain name immediately prior to your purchase, as the registration is the result of a Direct Transfer (defined above). If you are registering a domain name through a backorder service and the domain name was not registered with Network Solutions at the time of your purchase but was deleted by the applicable top-level domain registry at the time of your purchase, you acknowledge and agree that the term of your registration will be for a period of one year from the date it is initially registered with Network Solutions by the provider of the backorder service.

16. Registration of Premium Resale Domain Names. Premium Resale Domain Names are registered to third party registrants and are made available to you for registration through the Network Solutions storefront. Network Solutions makes no representations or warranties regarding the Premium Resale Domain Names displayed on its storefront and you agree that any dispute that may arise from any registration of a Premium Resale Domain Name shall be directed toward the registrant who has listed the Premium Resale Domain Name on our storefront for purchase. You further agree that Network Solutions shall have no liability whatsoever with respect to the Premium Resale Domain Name registered by you and that the Exclusive Remedy and Indemnity provisions in Sections 7 and 8 of these General Terms shall apply to your registration. If you are registering a Premium Resale Domain Name through our storefront, you acknowledge and agree that the term of your registration will be for a period of one year from the original expiration date for the domain name, as your registration is the result of a transfer from the previous registrant. The registration of a Premium Resale Domains Name may be cancelled only under certain circumstances and within 5 business days from the date of purchase. If you cancel during the 5 day period, you will be charged a processing fee.

17. Sharing of Information. You also acknowledge and agree that Network Solutions will share with each applicable domain name registry which provides Country Code Top Level Domains ("ccTLDs") or Generic Top Level Domains ("gTLDs") services, certain information submitted by you in your application(s) for our services, as required by our agreement(s) with the applicable registry or to provide the services you have applied for. You also acknowledge and consent to the use, copying, distribution, publication, modification and other processing of your personal data by the applicable registry and its designees and agents in connection with the applicable registry's service obligations to us or third parties, or as otherwise deemed necessary by the registry to fulfill the registry's service obligations to us or any third party.



18. Registry Actions or Inactions. Our ability to provide services to you depends in part upon the provision of services by third parties, such as the registry for each ccTLD or gTLD. We cannot control and will not be responsible for the actions or inactions of such third parties. For example, each registry has reserved the right to deny, cancel or transfer any domain name registration under certain circumstances. You acknowledge and agree that we shall not be liable to you or any other party in connection with claims, damages, losses, expenses or costs incurred or suffered by you as a result of actions taken or not taken by third parties, including, but not limited to, the applicable registry for your ccTLD or gTLD.

19. No Guarantees. We make no guarantees, representations or warranties that your proposed registration request for a domain name will be accepted by the applicable registry. You acknowledge and agree that the proposed registration request for a domain name(s) submitted by Network Solutions to any registry may fail or be rejected by the applicable registry for any number of reasons, including, but not limited to, the fact that your proposed registration request for a domain name was not first in time. You acknowledge and agree that the successful registration will depend upon a number of different factors that Network Solutions cannot predict or control.

20. Indemnification. In addition to Section 9 of the General Provisions of this Agreement on Indemnity, you are to indemnify, release, defend and hold Network Solutions, and each applicable registry for each ccTLD or gTLD harmless for all liabilities, claims, damages, costs and expenses arising out of: (a) your breach of any terms of each Schedule applicable to the domain name you have registered; (b) any violation of a third party's right related to your registration; (c) any dispute with the applicable registry or a third party arising out of your registration; (d) any dispute related to the submission of your registration to the applicable registry; or (e) any use of the domain name(s) that you register with the applicable registry.

21. Disclaimer Concerning Intellectual Property Protection. YOUR REGISTRATION OF A DOMAIN NAME DOES NOT PROVIDE YOU WITH ANY INTELLECTUAL PROPERTY PROTECTIONS, RIGHTS OR REGISTRATIONS, NOR DOES IT PROVIDE YOU WITH ANY RIGHTS TO ANY PARTICULAR DOMAIN NAME REGISTRATION.

22. Business Profiles. You acknowledge and agree that any or all domain names that are (i) registered with Network Solutions, (ii) hosted on a Network Solutions domain name server, and/or (iii) do not otherwise resolve to an active Website, may resolve to an "business profile" or similar temporary web page (a "Business Profile"), and that Network Solutions may place on any such Business Profile a template that includes generic information that is broken down by various categories. The template may include, among other things, sample contact information, geographic area, products and services, areas for additional information and a map. You agree that you are welcome at any time to enter relevant and applicable information related to yourself, your business or organization on your Business Profile. You understand that you can add, change, revise or delete such information on your Business Profile by accessing the account manager tool. You agree that Network Solutions may change the content and/or appearance of, or disable, any Business Profile at any time, in its sole discretion, and without prior notice. If for any reason, you do not want a domain name to resolve to the Business Profile page described above, you may select an Under Construction Page that contains only Network Solutions branding and a domain name registration search box, as provided on our Website. You also agree that any domain name directory, sub-directory, file name or path (e.g. ) that does not resolve to an active web page on your Website being hosted by Network Solutions, may be used by Network Solutions to place a Business Profiles page for you. You agree that Network Solutions may change the content and/or appearance of, or disable any of these temporary pages at any time, in its sole discretion, and without prior notice. You agree that Network Solutions and its partners may track traffic activity and other information related to the Business Profiles. All Business

Profiles must comply with the Network Solutions Acceptable Use Policy and may not include information that is in violation of local, federal, or a foreign country's laws or industry regulations and material that is obscene, defamatory, libelous, unlawful, harassing, abusive, threatening, harmful, vulgar, constitutes a threat, violates export control laws, hate propaganda, fraudulent material or fraudulent activity, invasive of privacy or publicity rights, profane, indecent or otherwise objectionable material of any kind or nature. When you submit information for your Business Profile you will receive a listing on ThinkLocal™. ThinkLocal listings are only provided for businesses or organizations with addresses in the United States. By submitting your information for your Business Profile you agree to the ThinkLocal terms and conditions that are located at <https://www.networksolutions.com/manage-it/popup-thinklocal-terms.jsp>.

23. Domain Name Packages. Network Solutions may offer for sale, a variety of nsWebAddress™ "packages" that may also include other products and services such as a Website template and/or an e-mail box bundled with your domain name registration. If you purchase a nsWebAddress™ Plus package, you agree and consent to allow Network Solutions to place ads on your Website which advertise Network Solutions' other products and services. The Website product offered with nsWebAddress™ Plus and nsWebAddress™ Premier is limited to one page only.

#### **SCHEDULE B TO NETWORK SOLUTIONS SERVICE AGREEMENT ADDITIONAL TERMS**

##### **APPLICABLE TO REGISTRANTS OF DOMAIN NAMES IN THE COUNTRY CODE TOP-LEVEL DOMAINS.**

The terms in this Schedule apply to the registration and use of an nsWebAddress™ or domain name which is a country code top level domain.

1. ccTLD Services. In addition to the terms set forth in Schedule A and with the exception of services in those country-code top-level domains for which a specific Schedule is provided in this Agreement (such as, for example, the .us and .eu top-level domains), the following terms shall apply to registrants of domain names registered in the country-code top-level domains available for registration on our Website, ("ccTLD Services"). Your registration of a domain name in any ccTLD (each a "New TLD Domain Name"), is subject to policies and service agreements ("New TLD Registry Policies") established or revised from time to time by the registry (or operator of such registry) for such New TLD Domain Name ("New TLD Registry"), in its capacity as the registry for its respective Top Level Domain. You agree to be bound by and comply with the applicable New TLD Registry Policies, including amendments and modifications thereto, with respect to your New TLD Domain Name registration. New TLD Registry Policies are available for you to review at each New TLD's respective website shown below:

.am	<a href="http://dot.am/policy.html">http://dot.am/policy.html</a>
.at	<a href="http://www.nic.at">http://www.nic.at</a>
.be	<a href="http://www.dns.be/en/home.php?n=43.001">http://www.dns.be/en/home.php?n=43.001</a>
.bz	<a href="http://www.belizenic.bz/terms.php">http://www.belizenic.bz/terms.php</a>
.ch	<a href="https://www.nic.ch/reg/ocView.action?res=/reg/guest/terms/agb.jsp&amp;plain&amp;lid=en">https://www.nic.ch/reg/ocView.action?res=/reg/guest/terms/agb.jsp&amp;plain&amp;lid=en</a>
.co	<a href="http://www.cointernet.co/policies-procedures">http://www.cointernet.co/policies-procedures</a>
.cx	<a href="http://cocca.cx">http://cocca.cx</a> and <a href="http://www.ciia.cx">http://www.ciia.cx</a>
.cz	<a href="http://www.nic.cz/page/314/rules-and-policies/">http://www.nic.cz/page/314/rules-and-policies/</a>

.de	<a href="http://www.denic.de/en/bedingungen.html">http://www.denic.de/en/bedingungen.html</a>
.es	<a href="http://www.nic.es">http://www.nic.es</a>
.fm	<a href="http://www.dot.fm/policy.html">http://www.dot.fm/policy.html</a>
.gs	<a href="http://www.nic.gs/">http://www.nic.gs/</a>
.im	<a href="https://www.nic.im/public/terms.mth">https://www.nic.im/public/terms.mth</a>
.in	<a href="http://www.inregistry.in">http://www.inregistry.in</a>
.li	<a href="https://www.nic.ch/reg/ocView.action?res=/reg/guest/terms/agb.jsp&amp;plain&amp;lid=en">https://www.nic.ch/reg/ocView.action?res=/reg/guest/terms/agb.jsp&amp;plain&amp;lid=en</a>
.me	<a href="http://domain.me/policies/available-names.html">http://domain.me/policies/available-names.html</a> and <a href="http://domain.me/policies/general-registration-policies.html">http://domain.me/policies/general-registration-policies.html</a>
.ms	<a href="http://www.muinet.ms">http://www.muinet.ms</a>
.mx, .com.mx	<a href="http://www.nic.mx/es/Politicass?CATEGORY=Dominios">http://www.nic.mx/es/Politicass?CATEGORY=Dominios</a>
.nz	<a href="http://www.domainz.net.nz/Domainz.asp?Content=Terms">http://www.domainz.net.nz/Domainz.asp?Content=Terms</a>
.pl	<a href="http://www.dns.pl/english/regulations.html">http://www.dns.pl/english/regulations.html</a>
.ru	<a href="http://www.nic.ru/dns/contract/en/supl_1_ru.html">http://www.nic.ru/dns/contract/en/supl_1_ru.html</a>
.uk	<a href="http://www.nominet.org.uk/nominet-terms.html">http://www.nominet.org.uk/nominet-terms.html</a>
.ar.com, .br.com, .cn.com, .de.com, .eu.com, .gb.com, .gb.net, .hu.com, .jpn.com, .kr.com, .la, .no.com, .qc.com, .ru.com, .sa.com, .se.com, .se.net, .uk.com, .uk.net, .us.com, .uy.com, and .za.com	<a href="http://www.centralnic.com/support/terms/domains">http://www.centralnic.com/support/terms/domains</a>

The New TLD Registry Policies shall not alter the terms and conditions of this Agreement. To the extent there is a conflict between the New TLD Registry policies and the terms of this Agreement, the terms of this Agreement shall prevail. You agree that the New TLD Registry has the right to enforce the New TLD Registry Policies. With respect to any domain name registrations in the .de and .ru ccTLD, and subject to the limitation of liability and indemnification provisions contained in Sections 7 and 9, respectively, of the General Provisions this Agreement, you authorize and direct us to designate Network Solutions (or our vendor's) personnel as your administrative contact for all such domain name registrations. With respect to any domain name registrations in the .nz ccTLD, and subject to the limitation of liability and indemnification provisions contained in Sections 7 and 9, respectively, of the General Terms and Conditions of the Agreement, you authorize and direct us (or our selected vendor) to (i) submit service request to and interact with the .nz New TLD Registry on your behalf and (ii) designate a Network Solutions email address (or the email address of our selected vendor) as the registrant email address of record with the .nz New TLD Registry. With respect to any domain name registrations in the .co.nz, .org.nz, or .net.nz, you acknowledge and agree that email address for any domain name registrations will be defaulted to VeriSign, Inc. or Key-Systems, GmbH.

2. Submission of ccTLD Orders. Subject to the terms hereof and the applicable New TLD Registry Policies, you may, through the use of the Network Solutions ccTLD Services or such other means as Network Solutions may designate in writing, place orders for the Network Solutions ccTLD Services. Such orders shall be submitted in the form and manner prescribed by Network Solutions. By submitting an order for any ccTLD Services, You represent and warrant to Network Solutions that the order is consistent with the New TLD Policies for the applicable New TLD Registry. You further

represent and warrant that any information provided by or through you to Network Solutions in connection with the services hereunder is accurate and complete, and submitted in the form required by the applicable New TLD Registry. You expressly authorize Network Solutions to bind you to all terms and conditions in any corresponding registry or registrar for the ccTLD Services provided pursuant to this Schedule. Furthermore, you acknowledge and agree that in certain specific instances a specific New TLD Registry may require direct contact with the Registrant or through Network Solutions or a third party provider of the ccTLD Services. You represent and warrant that any ccTLD domain name registered pursuant to an order made hereunder is registered and used for lawful purposes.

3. **Supporting Documentation.** You agree to timely provide Network Solutions with all information and supporting documentation reasonably requested by Network Solutions to fulfill any accepted order. If such information is not provided prior to the earlier of the time required for the provision of the ccTLD Services or a period of thirty (30) days from the date of the request, or if the information provided is incorrect or false, Network Solutions may terminate the portion of the order for which information was requested, and any fees paid in connection therewith shall be non-refundable or, if fees have not yet been paid, a 10% processing fee shall be applied.

4. **NO GRACE PERIOD for certain ccTLDs Registrations.** Special rules apply to the domains below which require that they be renewed prior to their expiration date. **FAILURE TO RENEW YOUR REGISTERED DOMAIN NAME PRIOR TO ITS EXPIRATION DATE (ACCORDING TO THE TIME TABLE BELOW) MAY RESULT IN THE LOSS OF YOUR REGISTERED DOMAIN NAME.** Network Solutions is not liable for the loss of domain name registrations due to failure to renew services.

# of Days Prior to Expiration that the Domain Must be Renewed	Top Level Domain Extensions
26 days	.am, .be, .de, .eu, .fm, .co.uk, .me.uk, .org.uk
57 days	.at, .ch, .cz, .es, .com.es, .nom.es, .org.es, .li, .mx, .com.mx, .co.nz, .net.nz, .org.nz, .pl, and .ru.

We have turned on **Auto Renew** for these extensions to avoid the risk of losing your registered domain name. When Auto Renew is turned on, your domain name will be renewed 60 (sixty) days prior to its expiration date for the same term the domain name was last registered or renewed. Your credit card on file will be charged for the renewal. To ensure continuation of service please be certain you have a valid credit card and valid email address on file.

You may turn off Auto Renew in Account Manager by clicking on the **Renewal Center** tab and then selecting "OFF" in the Auto Renew column for your domain name.

Note: Auto Renew is also turned on for the following extensions. These extensions may be renewed up to the date of their expiration: .cn, com.cn, .net.cn, .org.cn, all regional .cn extensions, .co, .cx, .gd, .gs, .im, .in, .co.in, .firm.in, .gen.in, .ind.in, .net.in, .org.in, .me, .ms, .tc, .tw, .com.tw, .org.tw, and .vg

## 5. Additional Terms.

- a). .co.nz, .org.nz and .nz have a legal age requirement of eighteen (18) years of age.
- b). Airline miles can not be earned with a purchase of ccTLD services.



c). .uk registry may, in its sole discretion, not allow the Private Registration service to be used by businesses who register a .co.uk, .org.uk, and/or .me.uk country-specific domain name. Refunds will not be given for the Private Registration services in this scenario.

d). No transfers or legal name changes are allowed for .am, .at, .be, .ch, .cz, .de, .es, .com.es, .nom.es, .org.es, .fm, .li, .mx, .com.mx, .co.nz, .net.nz, .org.nz, .pl, .ru, .co.uk, .me.uk, or .org.uk country-specific domain name registrations, which includes, but is not limited to, CRA, RNCA, channel transfers, account consolidation by 2 or more users.

e). Customers registering a .de country-specific domain name must utilize the Network Solutions proxy Administrative Contact settings if the Account Holder/Primary Contact or Account Administrative Contact does not have a German address.

f). Failure to comply with any of the .at, .be, .ch, .de, .de.com, .eu.com, .us.com, .uk.com, .co, .cz, .de, .es, .com.es, .nom.es, .org.es, .fm, .la, .li, .me, .mx, .com.mx, .co.nz, .net.nz, .org.nz, .pl, .ru, .co.uk, .me.uk, or .org.uk country-specific domain name terms and conditions will be considered breach of contract and loss of domain name by, in its sole discretion, Network Solutions or the applicable registry.

g). The Network Solutions Domain Protect Service is not applicable for .am, .at, .be, .ch, .cz, .de, .es, .com.es, .nom.es, .org.es, .fm, .in, .co.in, .net.in, .org.in, .firm.in, .gen.in, .ind.in, .li, .mx, .com.mx, .co.nz, .net.nz, .org.nz, .pl, .ru, .co.uk, .me.uk, or .org.uk country-specific domain name registrations.

h). For the .gs and .ms, and .me ccTLDs, disputes arising between a registrar and a registrant, or between a registrant and a third party in relation to these domains are subject to the dispute resolution policies found at <http://www.mninet.ms> for .ms ccTLDs, and at <http://www.nic.gs/> for .gs. ccTLDs and for .me at <http://www.domain.me/DRP>.

i). Customers registering a .ru country-specific domain name must utilize the Network Solutions proxy Administrative Contact settings if the Account Holder/Primary Contact or Account Administrative Contact is an individual account or is from a Russian Address.

## **SCHEDULE C-1 TO NETWORK SOLUTIONS SERVICE AGREEMENT**

### **ADDITIONAL TERMS APPLICABLE TO SERVICES IN CONNECTION WITH .BIZ TLD.**

In addition to the terms set forth in Schedule A, the following terms shall apply to .biz domain names.

1. Additional Representations and Warranties. If you are applying for the registration of a domain name in the .biz top-level domain ("TLD"), you also represent and warrant that: (i) the domain name will be used primarily for bona fide business or commercial purposes and not (a) exclusively for personal use or (b) solely for the purposes of selling, trading or leasing the domain name for compensation, or the unsolicited offering to sell, trade or lease the domain name for compensation; and (ii) the domain name is reasonably related to your business or intended commercial purpose at the time of registration.

2. Acknowledgment of Dispute Policies and Rules. The registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement: (i) The Uniform Domain Name Dispute Policy, available at <http://www.icann.org/dndr/udrp/policy.htm>; (ii) The Start-up Trademark Opposition Policy ("STOP"), available at <http://www.neulevel.com/countdown/stop.html>; and (iii) The Restrictions Dispute



Resolution Criteria and Rules, available at <http://www.neulevel.com/countdown/rdp.html>. If at the time of your application for services in the .biz TLD, any of the above policies or rules (collectively ".biz Policies") have not yet been approved by ICANN (which may mean the .biz Policies are not available for viewing via live hyperlinks above), you agree to be bound by the terms of such .biz Policies upon such approval and in the final form approved by ICANN, as posted on our Website or the ICANN Website (located at [www.icann.org](http://www.icann.org)). You agree that, by maintaining the services provided hereunder (which may include registration of a domain name) after such posting of any of the ICANN approved .biz Policies, you have agreed to the terms and conditions of the same. You acknowledge that if you do not agree to the .biz Policies, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

3. Multiple Phases of Services. Your application or registration (whether successful or not) for any .biz registry or .biz TLD services hereunder does not guarantee, and we do not promise, that you will be approved or eligible for any other services available or that may become available through us or any third party. For example, certain services in the .biz TLD are provided in sequential phases, and participation in one phase, does not automatically qualify you for participation in other phases, and any further participation is not automatic. The .biz registry, and not Network Solutions, determines the dates and times associated with the various service phases available in the .biz TLD. You agree to review and become familiar with the information available on our Website and on the .biz Website concerning the various phases and descriptions of services available in connection with .biz TLD, and to regularly check for modifications and/or updates to such information, as the same may change from time to time. You agree that you are solely responsible for applying and/or registering for the service phases you desire to participate in. Additionally, you acknowledge and agree that submission of an application for domain name registration or any other services, does not guarantee that you will ultimately be the registrant for a particular domain name, even if you participated in some other service associated with the domain name, such as an intellectual property notification service or similar service.

4. Third Party Beneficiary. Registry Operator ("NeuLevel") is an intended third party beneficiary of these Term and Conditions with rights to enforce these Terms of Use. You will cooperate in good faith with NeuLevel or Registrar in investigating instances of non-compliance with these Terms of Use, if NeuLevel or Registrar believes in good faith that you are not in compliance with these Terms of Use.

## **SCHEDULE C-2 TO NETWORK SOLUTIONS SERVICE AGREEMENT**

### **ADDITIONAL TERMS APPLICABLE TO SERVICES IN CONNECTION WITH .INFO TLD.**

In addition to the terms set forth in Schedule A above, the following terms shall apply to .info domain names.

1. Additional Provisions. You acknowledge and agree to the following: (i) you agree to submit to proceedings commenced under the Uniform Domain Name Dispute Resolution Policy ("UDRP") and the Sunrise Dispute Resolution Policy ("SDRP") (available at <http://www.afiliias.info/faq/sunrise-challenge.html>), as these may be modified from time to time; (ii) you agree to immediately correct and update the registration information for any domain name registered hereunder during the registration term for such registered domain name; and (iv) you acknowledge that the .info registry will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period.

**SCHEDULE C-3 TO NETWORK SOLUTIONS SERVICE AGREEMENT****ADDITIONAL TERMS APPLICABLE TO SERVICES IN CONNECTION WITH .EU TLD.**

In addition to the terms set forth in Schedule A above, the following terms shall apply to .eu domain names.

1. **Eligibility Requirements.** You represent and warrant that every registration you are applying for in the .eu top-level domain ("TLD") satisfies the eligibility requirements ("Eligibility Requirements") established by .eu TLD administrator, European Registry for Internet Domain Names vzw/asbl ("eu Registry"), which are available at the following URL: <http://www.eurid.eu/en/eu-domain-names>.

2. **Nexus Requirements/Certification.** You certify that you have and shall continue to have a lawful bona fide European Union nexus, as required by .eu Registry, and that you meet at least one of the .eu nexus requirements ("eu Nexus Requirements") set forth below (and as represented by you in the pre-registration application information provided by you to Network Solutions). You must be (and you certify that you are) either: a) an undertaking having their registered office, central administration or principal place of business within the European Community; b) an organization established anywhere within the European Community; or c) a natural person resident within the European Community.

3. **Your Obligation to Satisfy Nexus Requirement.** You acknowledge and agree that it is your responsibility, through the registration process (and, if applicable, as required during your registration term), to provide the information necessary to satisfy the .eu Nexus Requirements, and that a failure by you to satisfy the .eu Nexus Requirements may result in, among other things, (i) the domain name pre-registration application(s) being rejected by Network Solutions and/or the .eu Registry, (ii) the domain name(s) being placed on "hold" by Network Solutions and/or the .eu Registry, and/or (iii) the domain name(s) being deleted by Network Solutions and/or the .eu Registry. Neither Network Solutions nor the .eu Registry (nor any other entity or person) shall be liable to you for any actions or inactions of any of them resulting from your failure to provide all required .eu Nexus Requirements information at the time of pre-registration (or, where applicable, during your registration term), and none of them shall have any obligation to request or attempt to obtain from you additional information to establish your compliance with the .eu Nexus Requirements, even if the need for such information is known by any of them.

4. **Validation Process.** You agree that we shall have no liability to you or other third parties for anything related to the .eu Registry's validation process for a proposed registration request that we have submitted and is pending final .eu Registry approval. You acknowledge and agree that it is your responsibility to ensure that you meet all of the requirements that are involved in .eu Registry's validation process for your proposed registration request for a domain name(s). You agree that we are not responsible or liable in any way if your proposed registration request is rejected for any reason, including but not limited to the .eu Registry's failure or inability to contact you or your failure to respond to .eu Registry's request for supporting documentation, during the validation process.

5. **Acknowledgment of .eu Registry Policies and Rules.** The registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of all of the policies or rules (collectively ".eu Policies") that are posted or referred to on the .eu Registry's website. You agree to comply with any and all current and future .eu Policies at any and all times. You agree that, by maintaining any service related to your pre-registration request (and, if applicable, your actual domain name registration) after such posting of any new or amended .eu Policies, you have agreed to the terms and conditions of the same and will be bound by such terms and conditions. You acknowledge that if you do not agree to the amended or new .eu Policies, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

6. Application Submission. You acknowledge and agree that Network Solutions (as the parent company) will be submitting your .eu proposed registration request to the .eu Registry through Network Solutions Europe, LLC, and that all pre-registration requests submitted by you hereunder will be submitted by Network Solutions Europe, LLC on or after the go-live date.

7. Limitation of Liability. In addition to the other limitations of liability contained herein, you agree that Network Solutions shall have no liability of any kind for any loss or liability resulting from the submission of proposed registration requests to the .eu Registry including, without limitation, your ability or inability to obtain a particular domain name including any dispute resolution proceeding related to any of the foregoing. Network Solutions assumes no liability for any pre-registration request or a domain name's rejection, suspension, cancellation, deletion, interruption or transfer due to procedures, rules or policies laid down by .eu Registry or due to practices, customs or prejudices of courts of law or dispute resolving arbitrators. We are not liable for any claims, damages or injuries arising out of the termination of services that are provided by .eu Registry for any reason, including but not limited to the termination of .eu Registry's registration authority, or its bankruptcy.

8. Indemnification. In addition to Section 9 of General Provisions of this Agreement, you are to indemnify, release, defend and hold us harmless for all liabilities, claims, damages, costs and expenses arising out of: (a) your breach of any terms of this Schedule; (b) any violation of a third party's right related to your pre-registration request; (c) any dispute with the .eu Registry or a third party arising out of your pre-registration request; (d) any dispute related to the validation process for your pre-registration request; or (e) any dispute arising out of the ADR process described in EC No. 874/2004, Ch. VI. Art. 20-23 (April 28, 2004) that involved the domain name(s) in your pre-registration request.

9. Governing Law. You agree that any disputes between you and the .eu Registry, shall be governed in all respects by and in accordance with the laws of the European Community or one of its Member States. All disputes between you and the .eu Registry are to be brought before the tribunal of .eu Registry's choice. All disputes between you and Network Solutions are subject to Section 21 (Governing Law) of this Agreement.

10. Dispute Resolution Policies. Accept as provided by Section 21 (Governing Law) of this Agreement, you agree that every service for which you apply or register, including a pre-registration request for a domain name, and, if applicable, any domain name registration, is subject to the policies and procedures related to the "Revocation and Settlement of Conflicts" as detailed in EC No. 874/2004 Chapter VI, Articles 20-23 (April 28, 2004) found at: [http://www.eurid.eu/files/ec20874\\_en.pdf](http://www.eurid.eu/files/ec20874_en.pdf) and any other dispute policies that are found at .eu Registry's website at: <http://www.eurid.eu/en/eu-domain-names/disputes>.

11. For purposes of .eu domain name related services, as used in this Schedule and all other applicable terms of this Agreement, "Network Solutions" shall mean both Network Solutions Europe, LLC and Network Solutions, LLC. You acknowledge and agree that for purposes of all .eu domain name related services, this Agreement is between you and both Network Solutions, LLC and Network Solutions Europe, LLC.

12. Description of Service. Network Solutions is providing a service whereby its Customers are given the opportunity for the use, benefit and enjoyment of a .eu domain name. This service ("Registration Service") is offered in conjunction with a Network Solutions partner ("Partner") whereby the Partner serves as the Registrant for the .eu domain name ("Registered Domain") and licenses the use of the Registered Domain to a Network Solutions Customer. Sections 1-12 above apply to Customers that purchase the Registration Service in the same manner as if such Customer was the Registrant for the Registered Domain.



13. License Agreement. You agree that in addition to the terms of this Agreement, you also have reviewed and agreed to the license ("License Agreement") between you and the Partner that is found at [www.snslicenseagreement.com](http://www.snslicenseagreement.com). You are obligated to comply with all of the terms in both this Agreement and the License Agreement. You agree that your failure to meet the terms either in the License Agreement or this Agreement may be grounds for terminating one or both agreements.

14. Paid License. You agree that Partner grants you a non-transferable license for: (i) the sole use of the Registered Domain provided that such use at all times fully conforms with this Agreement and the License Agreement and (ii) all use, benefits and enjoyment of the Registered Domain provided that such use complies with the terms of this Agreement and the License Agreement.

15. Rights and Obligations Under License. You agree that at all times Partner will be the Registrant of each Registered Domain through the Registration Service that you purchase. You agree and acknowledge that all information listed for the .eu WHOIS regarding the Registered Domain will be that of the actual Registrant, the Partner, with the exception of the contact email address. You agree that you will supply the contact email address to be listed in the .eu WHOIS for the Registered Domain. At all times you shall keep this email address current and actively monitor the email address for email communications from Network Solutions, the Partner, the .eu registry, or other third parties. You agree that your failure to keep the email address current and to adequately monitor email communications shall be grounds for immediate termination of this Agreement and suspension or revocation of your Registration Service.

16. Registered Domain and Registration Service Disclaimer. YOU AGREE AND UNDERSTAND THAT YOUR REGISTRATION SERVICE AND THE REGISTERED DOMAIN YOU ARE LICENSING MAY BE REVOKED, SUSPENDED, CANCELLED OR TERMINATED AT ANY TIME (i) BY NETWORK SOLUTIONS IN ACCORDANCE WITH THIS AGREEMENT, (ii) BY THE .EU REGISTRY, OR (iii) AS OTHERWISE PROVIDED IN THE LICENSE AGREEMENT. YOU AGREE THAT YOU ACCEPT AND UNDERSTAND ALL RISKS ASSOCIATED WITH THE REGISTRATION SERVICE AND SUCH REGISTERED DOMAIN AND THE RISKS THAT THE REGISTERED DOMAIN MAY BE REVOKED, SUSPENDED, CANCELLED OR TERMINATED AT ANY TIME AS DESCRIBED HEREIN. YOU EXPRESSLY AGREE THAT NETWORK SOLUTIONS SHALL HAVE NO LIABILITY OF ANY KIND TO YOU OR ANY THIRD PARTIES IF YOUR REGISTRATION SERVICE OR REGISTERED DOMAIN IS SO REVOKED, SUSPENDED, CANCELLED OR TERMINATED.

17. Personal Information. You agree you will provide accurate and current information as to your name, email address, postal address, and phone and fax numbers for each Registered Domain you license through the Registration Service. You agree to: (i) notify Network Solutions within five (5) business days regarding any changes to your personal information; (ii) respond within five (5) business days to any inquiries made by Network Solutions or Partner to determine the validity of personal information provided by you or other types of similar inquiries; (iii) respond to email messages posted to your email account regarding correspondence Partner or Network Solutions has received that is either addressed to or involves your Registered Domain. It is your responsibility to keep your personal information current and accurate at all times with Network Solutions.

18. Termination of License Agreement. You agree Network Solutions or Partner may terminate the License Agreement, without notice, if you fail to comply with any provision of this Agreement or the License Agreement or for your failure to pay for the Registration Services. Network Solutions may suspend or terminate the License Agreement, without notice, if Partner or Network Solutions believes that Customer has violated this Agreement or the License Agreement or in order for Network

Solutions or the Partner to comply with a government regulation, law, statute, administrative agency or court order, or directive from the .eu Registry.

19. Termination for Unlawful Activity or Third Party Complaints. Network Solutions may terminate your Registration Services at any time for any activity related to the Registered Domain that Network Solutions believes may violate any federal, state, local, European Community, European Community Member State regulation or law or any court order ("Applicable Laws"). Network Solutions has the right to revoke your use of the Registered Domain under the License Agreement at any time if a third party alleges that the Registered Domain or your use of the Registered Domain infringes or violates the rights of any person or entity, or otherwise violates any Applicable Laws (whether or not such allegations are true).

20. No Money Damages: In addition to Section 7 of this Agreement on Exclusive Remedies, and except as provided in Section 37 of this schedule, under no circumstances whatsoever will Network Solutions be liable to you for any money damages including, without limitation, any lost profits, lost revenue, lost savings, or other incidental, consequential or punitive damages arising out of: (i) the use or inability to use the Registered Domain(s); (ii) the revocation, suspension or termination of your Registration Service, Registered Domain or License Agreement; (iii) your use or inability to use the Registration Service; or (iv) for any claim by any other party, even if Network Solutions has been advised of the possibility of such damages. Any claims must be brought within twelve (12) months of the date that you discovered such claim, or reasonably should have discovered such claim, or shall be waived.

21. Correspondence Forwarding. You agree that the Partner's name, postal address and phone number will be listed in the .eu WHOIS directory for the Registered Domain, as the Partner will be the registrant for the Registered Domain. You agree that Partner and Network Solutions will review and forward, upon your request, communications addressed to your Registered Domain that are received via certified, registered or traceable courier mail (such as UPS, Federal Express, or DHL). You authorize Partner or Network Solutions to return to sender all mail that is marked "First Class Mail." You acknowledge and agree that Partner or Network Solutions will not forward to you first class postal mail (other than legal notices), "junk" mail, bulk mail, or other unsolicited communications (whether delivered through fax, postal mail or telephone), and you further authorize Partner or Network Solutions to either discard all such communications or return all such communications to sender. You hereby waive any and all claims arising from your failure to receive communications directed to your Registered Domain but not forwarded to you by Partner or Network Solutions. In instances when Partner or Network Solutions receives certified or traceable courier mail or legal notices addressed to your Registered Domain, Partner or Network Solutions will post an email message to your email account that is listed as the contact for the Registered Domain notifying you of receipt of mail. The email message will identify the sender of the correspondence that has been received by Network Solutions or Partner, the date such correspondence was received, and a brief description of its contents. You agree that you will have five (5) days to request to have the correspondence forwarded via email in a PDF form, overnight courier or facsimile to you. You agree that if you do not respond within five (5) days of receipt of the email from Network Solutions or Partner that the mail may be destroyed by Partner. You hereby waive any and all claims arising from either your failure to respond within five (5) days of receipt of the email from Network Solutions or Partner or your instruction to Network Solutions or Partner not to forward mail that has been received.

22. Forwarding Fees. In consideration for (i) handling and forwarding certified, registered and traceable courier mail and certain first class correspondence, and (ii) responding to and dealing with third parties, you agree to pay Network Solutions at the time such forwarding services are provided in order to cover Network Solutions' labor and costs associated with these services. Network Solutions



may change its forwarding fees at any time. Unless otherwise stated, all fees are posted (and payable by you) in U.S. Dollars. You are responsible for paying all fees and taxes associated with using Network Solutions' forwarding services. Payment shall be made by you providing a valid credit card for charge by Network Solutions, and is non-refundable. If for any reason Network Solutions is unable to charge your credit card with the full amount of the forwarding service provided, or if Network Solutions is charged back for any fee it previously charged to the credit card you provided, you agree that Network Solutions may, without notice to you, pursue all available remedies in order to obtain payment, including but not limited to, sale or licensing of the Registered Domain to a third party, and immediate cancellation of your account and all services Network Solutions provides to you. Network Solutions reserves the right to charge a reasonable service fee to cover the costs of administrative tasks outside the scope of its regular forwarding services. These include, but are not limited to, customer service issues that cannot be handled over email but require personal service, and disputes in which Network Solutions becomes involved concerning the Registered Domain. You agree that Network Solutions will and is authorized to bill these charges to the credit card you have on file with Network Solutions. Administrative fees, once charged, will be non-refundable. It is your responsibility to keep your credit card information current and accurate, including the expiration date. Failure to keep such information updated shall be grounds for termination of your Registration Services.

#### **SCHEDULE C-4 TO NETWORK SOLUTIONS SERVICE AGREEMENT**

##### **ADDITIONAL TERMS APPLICABLE TO SERVICES IN CONNECTION WITH .NAME TLD.**

In addition to the terms set forth in Schedule A above, the following terms shall apply to .name domain names.

1. Eligibility Requirements. You represent and warrant that every registration you are applying for in the .name top-level domain ("TLD") satisfies the eligibility requirements ("Eligibility Requirements") established by Global Name Registry Ltd., the registry for the .name TLD, which are available at the following URL: <http://www.icann.org/tlds/agreements/name/registry-agmt-appl-03jul01.htm>.

2. Dispute Resolution Policies. You agree that every service for which you register is subject to the Uniform Domain Name Dispute Resolution Policy (the "UDRP") and the Eligibility Requirements Dispute Resolution Policy (the "ERDRP"), which are located at <http://www.icann.org/tlds/agreements/name/registry-agmt-appr-03jul01.htm>. Without limiting the foregoing, you agree that (i) every Defensive Registration is subject to challenge pursuant to the ERDRP; (ii) if a Defensive Registration is successfully challenged pursuant to the ERDRP, the Defensive Registration Holder will pay the challenge fees; (iii) if a challenge to a Defensive Registration is successful, the Defensive Registration will be subject to the procedures described in the ERDRP and the Eligibility Requirements including, without limitation, the cancellation of the Defensive Registration Holder's other Defensive Registrations; and (iv) if a Phase I Defensive Registration (as defined by the .name registry) is successfully challenged on the basis that it does not meet the applicable eligibility requirements, the Defensive Registration Holder will thereafter be required to demonstrate, at its expense, that it meets the eligibility requirements for Phase I Defensive Registrations for all other Phase I Defensive Registrations that it registered within .name through any registrar. In the event the Defensive Registration Holder is unable to demonstrate the foregoing with respect to any such Phase I Defensive Registration(s), those Defensive Registration(s) will be cancelled.

3. **Limitation of Liability.** In addition to the other limitations of liability contained herein, you agree that neither the .name registry nor Network Solutions shall have any liability of any kind for any loss or liability resulting from (i) the processing of registration requests prior to live SRS launch, including, without limitation, your ability or inability to obtain a Registered Name, a second-level domain email address registration (an "SLD Email Address"), a Defensive Registration, or a NameWatch Registration using the services provided by Network Solutions or the .name registry; or (ii) any dispute over any Registered Name, SLD Email Address, Defensive Registration, or NameWatch Registration, including any dispute resolution proceeding related to any of the foregoing.

## **SCHEDULE C-5 TO NETWORK SOLUTIONS SERVICE AGREEMENT**

### **ADDITIONAL TERMS APPLICABLE TO SERVICES IN CONNECTION WITH .US TLD.**

In addition to the terms set forth in Schedule A above, the following terms shall apply to .us domain names.

1. **Nexus Requirements/Certification.** You certify that you have and shall continue to have a lawful bona fide U.S. nexus, as required by the .us top-level domain ("TLD") administrator, NeuStar, Inc. (.us Registry), and that you meet all of the .us nexus requirements (.us Nexus Requirements) set forth below (and as represented by you in the registration application information provided by you to Network Solutions). You must be (and you certify that you are) either:

A. A natural person (i) who is a United States citizen, (ii) a permanent resident of the United States of America or any of its possessions or territories, or (iii) whose primary place of domicile is in the United States of America or any of its possessions [Nexus Category 1]; or

B. An entity or organization that is (i) incorporated within one of the fifty (50) U.S. states, the District of Columbia, or any of the United States possessions or territories or (ii) organized or otherwise constituted under the laws of a state of the United States of America, the District of Columbia or any of its possessions or territories [Nexus Category 2]; or

C. An entity or organization (including a federal, state, or local government of the United States, or a political subdivision thereof) that has a bona fide presence in the United States of America or any of its possessions or territories [Nexus Category 3]. If you are claiming Nexus Category 3, you certify that you have a "bona fide presence in the United States" on the basis of real and substantial lawful contacts with, or lawful activities in, the United States of America.

2. **Name Servers Certification.** You certify that the name servers listed by you in connection with your application for domain name registration services in the .us TLD are located within the United States.

3. **Your obligation to satisfy Nexus Requirement.** You acknowledge and agree that it is your responsibility, through the registration process (and, if applicable, as required subsequent to your application), to provide the information necessary to satisfy the .us Nexus Requirements, and that a failure by you to satisfy the .us Nexus Requirements may result in, among other things, (i) the domain name application(s) being rejected by Network Solutions and/or the .us Registry, (ii) the domain name(s) being placed on "hold" by Network Solutions and/or the .us Registry, and/or (iii) the domain name(s) being deleted by Network Solutions and/or the .us Registry. Neither Network Solutions nor the .us Registry (nor any other entity or person) shall be liable to you for any actions or inactions of any of them resulting from your failure to provide all required .us Nexus Requirements information at the time of registration (or, where applicable, subsequent to registration), and none of them shall have any obligation to request or attempt to obtain from you additional information to establish your

compliance with the .us Nexus Requirements, even if the need for such information is known by any of them.

4. Nexus Dispute Policy. You agree to be bound by the Nexus Dispute Policy ("NDP") administered by the .us Registry (or a third party designated by the .us Registry), which policy and its applicable forms are located on the .us Registry's Website at the URL: <http://www.neustar.com/>. You agree to abide by all decisions rendered by the .us Registry (or its third party designee) in connection with the NDP.

5. Dispute Resolution Policy. You agree that you are bound by the United States Dispute Resolution Policy set forth on the .us Registry's website at the URL: [www.neustar.com](http://www.neustar.com).

6. Application Submission. You acknowledge and agree that Network Solutions (as the parent company) will be submitting your .us domain name application(s) to the .us Registry through .US Registrar L.L.C., and that all applications submitted by you hereunder will be submitted by .US Registrar L.L.C. on or after the date upon which the .us Registry goes live.

#### **SCHEDULE C-6 TO NETWORK SOLUTIONS SERVICE AGREEMENT**

##### **ADDITIONAL TERMS APPLICABLE TO SERVICES IN CONNECTION WITH .CA TLD**

In addition to the terms set forth in Schedule A of this Service Agreement, you hereby acknowledge and agree to the following terms and conditions applicable to .ca domain names.

For the purposes of this Schedule, "CIRA" is the Canadian Internet Registration Authority, you are the Registrant and Network Solutions Canada ULC is the Registrar. You further acknowledge and agree that the terms set forth in Schedule A and the General Terms and Conditions of this Service Agreement shall apply to Network Solutions Canada ULC. The term "Registry PRP" shall mean CIRA's Policies, Rules and Procedures, adopted by CIRA from time to time and set forth at CIRA's website (currently at [http://www.cira.ca/en/cat\\_Registrar.html](http://www.cira.ca/en/cat_Registrar.html)).

(a) CIRA may, at its option, extend any period for the registration of a Domain Name at no charge to the registrar or the Registrant for such further period of time as CIRA may determine, in its sole discretion;

(b) The Registrant acknowledges and agrees that CIRA shall not be liable to the Registrant for any loss, damage, or expense arising out of CIRA's failure or refusal to register a Domain Name, CIRA's failure or refusal to renew a Domain Name Registration, CIRA's registration of a Domain Name, CIRA's renewal of a Domain Name Registration, CIRA's failure or refusal to transfer a Domain Name Registration, CIRA's transfer of a Domain Name Registration, CIRA's failure or refusal to maintain or modify a Domain Name Registration, CIRA's maintenance of a Domain Name Registration, CIRA's modification of a Domain Name Registration, CIRA's failure to cancel a Domain Name Registration, CIRA's cancellation of a Domain Name Registration from the Registry, the loss of Membership in CIRA resulting from CIRA's cancellation of a Domain Name Registration from the Registry or from a Member's failure to comply with the Registry PRP, or CIRA's refusal to admit an applicant as a Member;

(c) The Registrant acknowledges and agrees that CIRA shall not be liable to the Registrant for any loss, damage, or expense arising as a result of the disclosure or failure to disclose Registrant information in the WHOIS or as permitted in the Registry PRP;

(d) The Registrant acknowledges and agrees that CIRA shall not have any liability to the Registrant for any loss, damage or expense arising as a result of any correspondence from a third party which CIRA reviews or sends to the Registrant or for CIRA's failure, or delay, in reviewing or sending such correspondence;

(e) In no event shall the Registrant pursue any Claim against CIRA and in no event shall CIRA be liable for any direct, indirect, special, punitive, exemplary or consequential damages including, but not limited to, damages resulting from loss of use, lost profits, lost business revenue, or third party damages or arising from any breach by the Registrar of its obligations under any agreement between the Registrar and a Registrant or the Registrar Agreement between CIRA and the Registrar;

(f) Registration of the Registrant's selected Domain Name in its first application to CIRA shall not be effective until the Registrant has entered into and agreed to be bound by CIRA's Registrant Agreement;

(g) The Registrar shall immediately give notice to the Registrant in the event that the Registrar is no longer a CIRA Certified Registrar, has had its certification as a CIRA Certified Registrar suspended or terminated, or the Registrar Agreement between CIRA and the Registrar is terminated or expires. CIRA may post notice of such suspension, termination, or expiry on its website and may, if CIRA deems appropriate, give notice to the Registrants thereof;

(h) In the event that the Registrar is no longer a CIRA Certified Registrar, has had its certification as a CIRA Certified Registrar suspended or terminated or in the event the Registrar Agreement between CIRA and the Registrar is terminated or expires, each Registrant shall be responsible for changing its Registrar of Record to a new CIRA Certified Registrar within thirty (30) days of the earlier of notice thereof being given to the Registrant by (i) the Registrar or (ii) CIRA in accordance with CIRA's then current Registry PRP; provided, however, that if any of the Registrant's Domain Name Registration(s) is scheduled to expire within thirty (30) days of the giving of such notice, then the Registrant shall have thirty (30) days from the anniversary date of the registration(s), to register with a new CIRA certified registrar and to renew such Domain Name registration(s) in accordance with the Registry PRP;

(i) The Registrant acknowledges and agrees that, should there be insufficient funds prepaid by the Registrar in the CIRA Deposit Account to be applied in payment of any Fees, CIRA may in its sole discretion stop accepting applications for Domain Name Registrations from the Registrar, stop effecting registrations of Domain Names and transfers, renewals, modifications, and cancellations of Domain Name Registrations requested by the Registrar and stop performing other billable transactions requested by the Registrar not paid in full and CIRA may terminate the Registrar Agreement between CIRA and the Registrar.

(j) The Registrant shall not, directly or indirectly, through registration or use of its Domain Name or otherwise: (i) violate or contribute to the violation of the intellectual property rights or other rights of any other Person; (ii) defame or contribute to the defamation of any other Person; or (iii) unlawfully discriminate or contribute to the unlawful discrimination of any other Person;

(k) The Registrant agrees that CIRA shall not be responsible for the use of any Domain Name in the Registry and that CIRA shall not be responsible in any way whatsoever for any conflict or dispute with or any actual or threatened Claim against a Registrar or a Registrant, including one relating to a registered or unregistered trade-mark, a corporate, business, or other trade-name, rights relating to a name or other identifying indicium of an individual or any other intellectual property rights of a third party or relating to the defamation of or unlawful discrimination with respect to any other Person;



(l) CIRA shall have the right, at any time and from time to time, acting reasonably, to amend the Registrar Agreement between CIRA and the Registrar, and any or all of the Registry PRP and to adopt new Registry PRP not yet in effect. Any amendment to the Registrar Agreement will be binding and effective on the Registrar thirty (30) days after CIRA gives notice of such amendment by email to the Registrar. Any amendment of the Registry PRP, or the adoption of one or more new Registry PRP will be binding and effective upon the posting of such amendment or new Registry PRP on CIRA's website. The Registrar and the Registrant agree to promptly amend the agreement between the Registrar and the Registrant to reflect any amendments to Section 4.2 of the Registrar Agreement between CIRA and the Registrar;

(m) The Registrant acknowledges and agrees that registration of a Domain Name does not create any proprietary right for any Registrant, the Registrar, or any other Person in the name used as a Domain Name or the Domain Name Registration and that the entry of a Domain Name in the Registry or in the WHOIS shall not be construed as evidence or ownership of the Domain Name registered as a Domain Name. The Registrant shall not in any way transfer or purport to transfer a proprietary right in any Domain Name Registration or grant or purport to grant as security or in any other manner encumber or purport to encumber a Domain Name Registration;

(n) The Registrant further acknowledges and agrees that the Registrar may make changes to the Administrative Contact details at any time without having to comply with the change of critical information approval process (as set out in the applicable Registry PRP), provided the Registrant has granted the Registrar's Registrar the authority to do so and has not revoked said authority. If the Registrant has two or more Registrars, only one of the Registrant's Registrars may be granted said authority. The Registrant may at any time revoke said authority or provide said authority to another of the Registrant's Registrars;

(o) The Registrant acknowledges and agrees that the Registrant's Registrar may, in accordance with the applicable Registry PRP, cancel the Registrant's Domain Name Registrations within seven (7) days of Activation and cancel the renewal of the Registrant's Domain Name Registration provided that the renewal term has not yet commenced.

## **SCHEDULE C-7 TO NETWORK SOLUTIONS SERVICE AGREEMENT**

### **ADDITIONAL TERMS APPLICABLE TO SERVICES IN THE .CN TLD.**

In addition to the terms set forth in Schedule A above, the following terms shall apply to .cn domain names.

1. **Eligibility Requirements.** You represent and warrant that every registration you are seeking in the .cn top-level domain ("TLD") satisfies the eligibility requirements ("Eligibility Requirements") established by .cn TLD administrator, NeuLevel, Inc (".cn Registry"). Under the Eligibility Requirements established by .cn Registry, only a business or an organization is permitted to register a domain name in the .cn TLD.

2. **Your Obligation to Satisfy Eligibility Requirements.** You acknowledge and agree that it is your responsibility to provide the information necessary to satisfy the Eligibility Requirements, and that a failure by you to satisfy the Eligibility Requirements may result in, among other things, (i) the domain name registration being rejected or revoked by Network Solutions and/or the .cn Registry, (ii) the domain name(s) being placed on "hold" by Network Solutions and/or the .cn Registry, and/or (iii) the domain name(s) being deleted by Network Solutions and/or the .cn Registry. Neither Network Solutions nor the .cn Registry (nor any other entity or person) shall be liable to you for any actions or inactions of any of them resulting from your failure to provide all required Eligibility Requirements



information at the time of registration (or, where applicable, subsequent to registration), and none of them shall have any obligation to request or attempt to obtain from you additional information to establish your compliance with the Eligibility Requirements, even if the need for such information is known by any of them.

3. Third Party Rights. By submitting your registration request, you certify that your request is made in good faith and does not directly or indirectly infringe any rights of a third party.

4. Ban on and Revocation of Certain Domain Names. You agree that .cn Registry and the China Internet Network Information Center ("CNNIC") have identified certain domain names that can not be registered for a variety of reasons including, but not limited to the domain name or any website related to the domain name violates the principles of the Constitution of the Peoples Republic of China ("PRC"), harms the national honor or national interests of the PRC, jeopardizes national security or violates any PRC law, rule or administrative regulation. You further accept that .cn Registry and Network Solutions reserve the right to deny registration requests that .cn Registry, CNNIC or the PRC considers are contrary to public policy. You understand that .cn Registry or CNNIC, each at their own initiative, may also revoke, transfer or otherwise make unavailable any registration of a domain name for a variety of reasons including but not limited to nonpayment of fees, failure to meet Eligibility Requirements, in order to protect the integrity and stability of the registry, to comply with applicable laws or regulations, for violations of this Agreement or other agreements or to correct mistakes made by .cn Registry, CNNIC or other registrars in connection with a domain name registration. You acknowledge that .cn Registry or CNNIC reserves the right to freeze a domain name during resolution of a dispute.

5. Acknowledgment of .cn Registry Policies and Rules. The registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of all of the policies or rules (collectively ".cn Policies") that are posted or referred to on the .cn Registry's or CNNIC's websites. You agree to comply with any and all current and future .cn Policies at any and all times. You agree that, by maintaining any service related to your registration after such posting of any new or amended .cn Policies, you have agreed to the terms and conditions of the same and will be bound by such terms and conditions. You acknowledge that if you do not agree to the amended or new .cn Policies, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

6. Limitation on Transfer. As a part of your registration, you agree that you can only transfer a domain name to or from another registrar that is headquartered, or controlled by an entity, outside of the PRC.

7. Limitation of Liability. In addition to the other limitations of liability contained herein, you agree that Network Solutions shall have no liability of any kind for any loss or liability resulting from the processing of registration request(s) by .cn Registry including, without limitation, your ability or inability to obtain a particular domain name. Network Solutions assumes no liability for any registration request or a domain name's rejection, suspension, cancellation, deletion, interruption or transfer due to the procedures, rules or policies of .cn Registry, CNNIC, or due to practices, customs or prejudices of courts of law or dispute resolving arbitrators. We are not liable for any claims, damages or injuries arising out of the termination of services that are provided by .cn Registry for any reason, including but not limited to the termination of .cn Registry's registration authority, or its bankruptcy.

8. Jurisdiction for Certain Disputes: You agree that any disputes between you and the .cn Registry (but not with Network Solutions) without prejudice to other potentially applicable jurisdictions, shall be subject to the jurisdiction of the courts of (a) registrant's domicile; (b) where the registrar is located

and (c) the PRC. All disputes between you and Network Solutions (regardless of the involvement of other parties) are subject to Section 21 (Governing Law) of this Agreement.

9. **Dispute Resolution Policies.** Accept as provided by Section 21 (Governing Law) of this Agreement, you agree that your registration for a domain name in the .cn TLD is subject to the policies and procedures related to the CNNIC Domain Name Dispute Resolution Policy & Rules for CNNIC Domain Name Dispute Resolution Policy.

## **SCHEDULE C-8 TO NETWORK SOLUTIONS SERVICE AGREEMENT**

### **ADDITIONAL TERMS APPLICABLE TO SERVICES IN THE .TW TLD.**

In addition to the terms set forth in Schedule A above, the following terms shall apply to .tw domain names.

1. **Eligibility Requirements.** You represent and warrant that every registration you are seeking in the .tw top-level domain ("TLD") satisfies the eligibility requirements ("Eligibility Requirements") established by .tw TLD administrator, NeuLevel, Inc (".tw Registry"). Under the Eligibility Requirements established by .tw Registry, only a business or an organization is permitted to register a domain name in the .tw TLD.

2. **Your Obligation to Satisfy Eligibility Requirements.** You acknowledge and agree that it is your responsibility to provide the information necessary to satisfy the Eligibility Requirements, and that a failure by you to satisfy the Eligibility Requirements may result in, among other things, (i) the domain name registration being rejected or revoked by Network Solutions and/or the .tw Registry, (ii) the domain name(s) being placed on "hold" by Network Solutions and/or the .tw Registry, and/or (iii) the domain name(s) being deleted by Network Solutions and/or the .tw Registry. Neither Network Solutions nor the .tw Registry (nor any other entity or person) shall be liable to you for any actions or inactions of any of them resulting from your failure to provide all required Eligibility Requirements information at the time of registration (or, where applicable, subsequent to registration), and none of them shall have any obligation to request or attempt to obtain from you additional information to establish your compliance with the Eligibility Requirements, even if the need for such information is known by any of them.

3. **Third Party Rights.** By submitting your registration request, you certify that your request is made in good faith and does not directly or indirectly infringe any rights of a third party.

4. **Ban on and Revocation of Certain Domain Names.** You agree that .tw Registry and the Taiwan Network Information Center ("TWNIC") have identified certain domain names that can not be registered for a variety of reasons including, but not limited to the domain name or any website related to the domain name harms the national honor or national interests of Taiwan, jeopardizes national security or violates any Taiwanese law, rule or administrative regulation. You further accept that .tw Registry and Network Solutions reserve the right to deny registration requests that .tw Registry, TWNIC or that the Taiwanese government considers are contrary to public policy. You understand that .tw Registry or TWNIC, each at their own initiative, may also revoke, transfer or otherwise make unavailable any registration of a domain name for a variety of reasons including but not limited to nonpayment of fees, failure to meet Eligibility Requirements, in order to protect the integrity and stability of the registry, to comply with applicable laws or regulations, for violations of this Agreement or other agreements or to correct mistakes made by .tw Registry, TWNIC or other registrars in connection with a domain name registration. You acknowledge that .tw Registry or TWNIC reserves the right to freeze a domain name during resolution of a dispute.

5. Acknowledgment of .tw Registry Policies and Rules. The registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of all of the policies or rules (collectively ".tw Policies") that are posted or referred to on the .tw Registry's or TWNIC's websites. You agree to comply with any and all current and future .tw Policies at any and all times. You agree that, by maintaining any service related to your registration after such posting of any new or amended .tw Policies, you have agreed to the terms and conditions of the same and will be bound by such terms and conditions. You acknowledge that if you do not agree to the amended or new .tw Policies, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

6. Limitation of Liability. In addition to the other limitations of liability contained herein, you agree that Network Solutions shall have no liability of any kind for any loss or liability resulting from the processing of registration request(s) by .tw Registry including, without limitation, your ability or inability to obtain a particular domain name. Network Solutions assumes no liability for any registration request or a domain name's rejection, suspension, cancellation, deletion, interruption or transfer due to the procedures, rules or policies of .tw Registry, TWNIC, or due to practices, customs or prejudices of courts of law or dispute resolving arbitrators. We are not liable for any claims, damages or injuries arising out of the termination of services that are provided by .tw Registry for any reason, including but not limited to the termination of .tw Registry's registration authority, or its bankruptcy.

7. Jurisdiction for Certain Disputes and Governing Law: You agree that any disputes between you and the .tw Registry (but not with Network Solutions) will be governed under the laws of Taiwan. You accept that any dispute arising between you and .tw Registry shall be heard and decided by the Taipei District Court of Taiwan. All disputes between you and Network Solutions (regardless of the involvement of other parties) are subject to Section 21 (Governing Law) of this Agreement.

8. Dispute Resolution Policies. Accept as provided by Section 21 (Governing Law) of this Agreement, you agree that your registration for a domain name in the .tw TLD is subject to the policies and procedures related to the TWNIC Domain Name Dispute Resolution Policy & Rules for TWNIC Domain Name Dispute Resolution Policy.

#### **SCHEDULE C-9 TO NETWORK SOLUTIONS SERVICE AGREEMENT**

##### **ADDITIONAL TERMS APPLICABLE TO SERVICES IN THE .PRO TLD.**

In addition to the terms set forth in Schedule A, the following terms shall apply to .pro domain names.

1. Additional Representations and Warranties. If you are applying for the registration of a domain name in the .pro top-level domain ("TLD"), you also represent and warrant that: (i) the registration satisfies the applicable .pro restriction at the time of registration; and (ii) the registration satisfies the digital security requirements stated in Appendix L of the Registry Agreement, available at <http://www.icann.org/en/tlds/agreements/pro/registry-agmt-appl-30apr08.htm>. Additionally, you represent and warrant that, at all times during the term of the domain name registration you meet the .pro registration requirements set forth by Registry Operator for the registration of the your registration. You are required to provide prompt notice to us if you fail to meet such registration requirements. We and/or Registry Operator shall have the right to immediately and without notice to you, suspend, cancel or modify your registration(s) if, at any time, you fail to meet the registration requirements for such domain name.

2. Acknowledgment of Dispute Policies and Rules. You acknowledge and agree:

(i) to be bound by and subject to the Qualification Challenge Policy and the Uniform Domain Name Dispute Resolution Policy (the "UDRP") the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement;

(ii) not to make any representation to any person or entity that expressly or impliedly convey that your registration of the domain name in any way signifies or indicates that you possess any general or specific professional qualifications, including, but not limited to, professional qualifications in a particular field;

(iii) to certify, for applications during the Sunrise Period, that the registration qualifies for a Sunrise Registration, as set forth in Appendix J of the Registry Agreement, available at <http://www.icann.org/en/tlds/agreements/pro/registry-agmt-appj-21may04.htm>;

(iv) that Registry Services Corporation d/b/a RegistryPro ("Registry Operator") will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period including, without limitation: (i) the ability or inability of any registrant to obtain a domain name during these periods, and (ii) the results of any dispute over a Sunrise Registration, as that term is defined in Appendix J of the Registry Agreement;

(v) that you meet the applicable .pro registration requirements within the United States of America and you agree that, during the term of the registration, you will continue to meet such requirements and that you will promptly notify us if you no longer meet such requirements;

(vi) that Registry Operator is a third party beneficiary of the Registration Agreement with the right to enforce those provisions of the Registration Agreement that affect it;

(vii) that we will share with Registry Operator certain information submitted by you in your application(s) for our services, and you consent to the use, copying, distribution, publication, modification and other processing of your personal data by Registry Operator and its designees and agents in connection with Registry Operator's service obligations to us or third parties, or as otherwise deemed necessary by Registry Operator;

(viii) that we shall be solely responsible for providing you with services with respect to (a) your application for a Registered Name and (b) in the event such application is accepted, for all ongoing services with respect to its issued domain name. You further acknowledge that Registry Operator shall have no obligation to provide such services to you. You agree that you have no contractual relationship whatsoever with Registry Operator and that you are not a third party beneficiary of any agreement between Registry Operator and us. You further agree that Registry Operator will have no legal, equitable or other liability of any kind to you; and

(ix) that if, pursuant to the performance of the initial verification services or annual reverification services, we determine that you do not meet or continue to meet the applicable .pro registration requirements, we are entitled to retain a processing fee in connection with the performance of the initial verification services and/or in connection with the performance of the annual reverification services.

(x) to indemnify, defend and hold harmless Registry Operator and its parent companies, subsidiaries, affiliates, divisions, shareholders, directors, officers, executives, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns from and against any and all losses, costs, expenses (including reasonable attorneys' fees), causes of action or other liabilities of any kind, whether known or unknown, arising out of, relating to, or otherwise in connection with the:



- a). identify confirmation of the data provided by you;
- b). confirmation of the professional license data provided by you; and
- c). annual re-verification of your continued eligibility.

This indemnification obligation shall survive the termination or expiration of the Agreement between us and Registry Operator for whatever reason.

You acknowledge having read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

- i). The Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/dndr/udrp/policy.htm>;
- ii). The Qualification Challenge Policy and Rules, available at <http://www.icann.org/en/udrp/> and <http://www.icann.org/dndr/proqcp/uniform-rules.htm>;
- iii). The .pro TLD restriction requirements, available at <http://www.registrypro.pro/legal/index.shtml>
- iv). The .pro TLD digital certification requirements, available at <http://www.registrypro.pro/support/certificates/index.shtml>;
- v). Procedures for any applicable Verification Toolkit; and
- vi). The .pro Terms of Use, available at <http://registrypro.pro/legal/user-terms.shtml>.

#### **SCHEDULE C-10 TO NETWORK SOLUTIONS SERVICE AGREEMENT**

##### **ADDITIONAL TERMS APPLICABLE TO SERVICES IN THE .MOBI TLD**

In addition to the terms set forth in Schedule A above, the following terms shall apply to .mobi domain names.

1. Adherence to Registry Operator's Policies, Procedures, Requirements and Guidelines. You acknowledge and agree to comply with all requirements, standards, policies, practices, procedures and guidelines ("Requirements") issued by mTLD Top Level Domain Ltd., the registry operator of the .mobi TLD registry ("Registry Operator"). The Requirements include, but are not limited to, the Registry Operator's Style Guide monitoring guidelines, Domain Compliance Policy, and all .dotMobi Switch On! guides, which are found on Registry Operator's Website (found and maintained at [www.mTLD.mobi](http://www.mTLD.mobi)) and are subject to modification by Registry Operator.

2. Additional Indemnification Obligations. In addition to your indemnification obligations under the Agreement, you agree, to the maximum extent permitted by law, to indemnify, defend and hold harmless the Registry Operator and Affiliates, Ltd. (the "Registry Services Provider"), and their respective 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 relating to your .mobi domain name registration and or use of the .mobi domain name. This indemnification obligation survives the termination or expiration of the Agreement and this Schedule C-10.



3. Submission and Use of Your Personal Data. You acknowledge and agree that Network Solutions will share with the Registry Operator certain information submitted by you in your application(s) for the .mobi domain name registration, and you consent to the use, copying, distribution, publication, modification and other processing of your personal data by the Registry Operator and its designees and agents in connection with the Registry Operator's service obligations to Network Solutions or third parties, or as otherwise deemed necessary by the Registry Operator. The Registry Operator's use, copying, distribution, publication, modification and other processing of your personal data will be done pursuant to Registry Operator's privacy policy and relevant mandatory local data protection and privacy laws.

4. Adherence to ICANN Requirements. You acknowledge and agree to comply with the ICANN requirements, standards, policies, procedures, and practices for which the Registry Operator has monitoring responsibility in accordance with the Registry Agreement between ICANN and Registry Operator (found at <http://www.icann.org/tlds/agreements/mobi/registry-agmt-mobi-19oct05.htm>) ("Registry Agreement") or other arrangement with ICANN (as may be found at [www.icann.org](http://www.icann.org)).

5. Adherence to Future Operational Standards. You acknowledge and agree to comply with operational standards, policies, procedures, and practices for the .mobi TLD which may be amended from time to time by the Registry Operator, applicable to all registrars and/or registrants of .mobi domain names, and consistent with the Registry Agreement, shall be effective upon thirty days notice by Registry Operator to Network Solutions.

6. Third Party Beneficiaries of this Schedule C-10. Notwithstanding anything else to the contrary, the Registry Operator is and shall be an intended third party beneficiary of this Schedule C-10 to the Agreement. As such, you acknowledge and agree that the third party beneficiary rights of the Registry Operator have vested and that the Registry Operator has relied on its third party beneficiary rights under this Schedule C-10 in agreeing to Network Solutions being a registrar for the .mobi top-level domain. Additionally, the third party beneficiary rights of the Registry Operator shall survive any termination or expiration of this Schedule C-10.

7. Right to Deny, Cancel or Transfer Registration. In addition to Network Solutions' ability to deny, terminate, or suspend services, as provided in the Agreement and Schedule A, you acknowledge and agree that the Registry Operator, acting in consent with the Registry Operator, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion (i) to protect the integrity and stability of the registry; (ii) to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of the Registry Operator as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein; (v) or to correct mistakes made by the Registry Operator or any registrar in connection with a domain name registration, and the Registry Operator also reserves the right to freeze a domain name during resolution of a dispute.

8. Initial Launch and General Operations of .mobi TLD. You acknowledge and agree to be bound by the terms and conditions of the initial launch and general operations of the .mobi TLD, including without limitation the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period, and further acknowledge that Network Solutions, the Registry Operator and the Registry Services Provider have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period including, without limitation: (a) the ability or inability of a registrant to obtain a

registered name during these periods, and (b) the results of any dispute made during the Limited Industry Launch or over a Sunrise Registration.

9. Premium Names. You acknowledge that if the .mobi TLD being registered is a dotMobi Premium Name, as such are listed at <http://mtld.mobi/domain/premium>, then use of the domain is also subject to the terms and conditions of the dotMobi Premium Name Agreement (formerly known as the dotMobi Auction Agreement) posted at <http://mtld.mobi/node/1135>, which is incorporated by reference herein. You also agree that upon termination or expiration of the dotMobi Premium Name Agreement in accordance with the terms thereof, (i) any and all rights granted to you concerning the Registration of the .mobi TLD, the Registration Code, and/or to create, launch, and/or operate the Website shall be terminated, and all such rights shall revert to the Registry Operator and (ii) the Registry Operator may grant Registration rights to the .mobi TLD and/or rights to the Registration Code to any entity or person in its sole discretion, and you shall have no rights or recourse against mTLD and/or Registrar relating to the registration or use of the Domain Name and/or Registration Code by any other such entity or person.

#### **SCHEDULE C-11 TO NETWORK SOLUTIONS SERVICE AGREEMENT**

##### **ADDITIONAL TERMS APPLICABLE TO SERVICES IN THE .GD TLD.**

In addition to the terms set forth in Schedule A, the following terms shall apply to .gd domain names.

1. You agree that .gd Registry may identify certain domain names that will not be registered for the following reasons, including but not limited to: (a) the domain name or any website related to the domain name violates the governing principles of Grenada, (b) jeopardizes national security or (c) violates any Grenadian law, rule or administrative regulation. You further accept that the .gd Registry and Network Solutions reserve the right to deny registration requests that the .gd Registry or the Grenadian government considers are contrary to public policy. You understand that the .gd Registry may also revoke, transfer or otherwise make unavailable any registration of a domain name in order to protect the integrity and stability of the registry, to comply with applicable laws or regulations, for violations of this Agreement or other applicable agreements or to correct mistakes made by .gd Registry in connection with a domain name registration. You acknowledge that the .gd Registry reserves the right to freeze a domain name during resolution of a dispute and Not to grant domain names to any sub-domain users except on terms identical so far as possible with these Terms and Conditions.

2. The .gd Registry may cancel this agreement or suspend delegation of a name on fourteen (14) days written notice to the Registrar: a) If the name is administered in a way likely to endanger operation of the Top Level Domain; b) If the terms of this agreement have been broken by the domain name registrant; c) If in the opinion of the .gd Registry the name is being used in a manner likely to cause confusion to internet users; d) If it has come to the attention of the .gd Registry that legal action has been commenced regarding use of the name; ore) If the name is used for any illegal or immoral purpose, or for any purpose likely to bring the country of Grenada into disrepute.

#### **SCHEDULE C-12 TO NETWORK SOLUTIONS SERVICE AGREEMENT**

##### **ADDITIONAL TERMS APPLICABLE TO SERVICES IN THE .TEL TLD.**

In addition to the terms set forth in Schedule A, the following terms shall apply to .tel domain names.

1. You acknowledge having read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

i). The Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/dndr/udrp/policy.htm>;

ii). (For registration agreements relating to Sunrise Registrations only:) The Sunrise Guide and Sunrise Policy, available at <http://telnic.org/launch-sunrise.html>

iii). The .tel Acceptable Use Policy available at <http://telnic.org/launch-sunrise.html>

2. Registration requests during the Sunrise Period. When you submit a .tel registration request, you are authorizing us to attempt to obtain a domain name in the .tel TLD (as described on our Website and herein) for you if and when Telnic Limited (the ".tel Registry") launches its sunrise, land rush and open-registration period (the "go-live date"). On the go-live date, Network Solutions will submit all registration requests during the sunrise, land rush and open registration period and the .tel Registry will review all proposed registration requests on a first come, first served basis.

3. Charges. By submitting your .tel sunrise registration request, you authorize us to charge you for any proposed registrations we undertake on your behalf that are submitted to .tel Registry. Proposed sunrise registration requests that are not reviewed by .tel Registry will still be charged an administrative fee that will not be refunded to you. Sunrise fees, registration fees and other applicable fees may also apply and be charged to your credit card after the sunrise period begins and when your proposed registration request is submitted to the .tel Registry. Successful .tel domain name registration requests will be subject to the terms of the Agreement, including this Schedule.

4. Ban on and Revocation of Certain Domain Names. You agree that the .tel Registry has identified certain domain names that can not be registered during the sunrise and land rush registration periods. You understand that the .tel Registry may also revoke a domain name at its own initiative for a variety of reasons including but not limited to violations of any policy or agreement cited above.

5. Right to Deny, Cancel or Transfer Registration. In addition to Network Solutions' ability to deny, terminate, or suspend services, as provided in the Agreement and Schedule A, you acknowledge and agree that the .tel Registry, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion (i) to protect the integrity and stability of the registry; (ii) to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of the .tel Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein; (v) or to correct mistakes made by the .tel Registry or any registrar in connection with a domain name registration, and the .tel Registry also reserves the right to freeze a domain name during resolution of a dispute.

6. Indemnity. In addition to Section 9 of this Agreement on Indemnity, you agree to indemnify, defend, and hold harmless the .tel Registry, its service providers, subcontractors, and their respective directors, officers, employees, affiliates and agents from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys fees and expenses, arising out of or relating to the registered .tel domain name.

7. Representations and Warranties. By submitting a request for a .tel domain name, you represent and warrant that: (i) to your knowledge, the registration of the requested .tel domain name does not and will not infringe upon or otherwise violate the rights of any third party; (ii) you are not submitting the

request for a domain name for an unlawful purpose and you will not use the domain name for any unlawful purpose; (iii) you are not knowingly using the domain name in violation of any applicable laws, regulations or rights of third parties; and (iv) that you will use the .tel domain name in accordance with all TLD requirements and policies.

8. Jurisdiction for Certain Disputes and Governing Law. You agree that any disputes between you and the .tel Registry (but not with Network Solutions) shall be subject to the laws of England and Wales and the exclusive jurisdiction of the courts in England and Wales. All disputes between you and Network Solutions (regardless of the involvement of other parties) are subject to Section 21 (Governing Law) of this Agreement.

#### **SCHEDULE C-13 TO NETWORK SOLUTIONS SERVICE AGREEMENT**

##### **ADDITIONAL TERMS APPLICABLE TO SERVICES IN CONNECTION WITH .CO TLD.**

1. You acknowledge having read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement

- (i) The Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/dndr/udrp/policy.htm>;
- (ii) (For registration agreements relating to Sunrise Registrations only:) The Sunrise Guide and Sunrise Policy, available at <http://www.cointernet.co/domain/policies-procedures>

2. Registration requests during the Sunrise Period. When you submit a .co registration request, you are authorizing us to attempt to obtain a domain name in the .co TLD (as described on our Web site and herein) for you if and when .CO Internet S.A.S. (the ".co Registry") launches its sunrise, land rush and open-registration period. Network Solutions will submit all registration requests during the sunrise, land rush periods and the .co Registry will review all proposed registration requests.

3. Charges. By submitting your .co sunrise registration request, you authorize us to charge you for any proposed registrations we undertake on your behalf that are submitted to .co Registry. Proposed sunrise registration requests that are rejected by .co Registry will still be charged an administrative fee that will not be refunded to you. Sunrise fees, registration fees and other applicable fees may also apply and you will be charged after the sunrise period begins and when your proposed registration request is submitted to the .co Registry. Successful .co domain name registration requests will be subject to the terms of this Agreement, including this Schedule.

4. Ban on and Revocation of Certain Domain Names. You agree that the .co Registry has identified certain domain names that can not be registered during the sunrise and land rush registration periods. You understand that the .co Registry may also revoke a domain name at its own initiative for a variety of reasons including, but not limited to, violations of any policy or agreement cited above.

5. Right to Deny, Cancel or Transfer Registration. In addition to Network Solutions' ability to deny, terminate, or suspend services, as provided in the Agreement and Schedule A, you acknowledge and agree that the .co Registry, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion (i) to protect the integrity and stability of the registry; (ii) to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of the .co Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein; (v) or to correct mistakes made by



the .co Registry or any registrar in connection with a domain name registration, and the .co Registry also reserves the right to freeze a domain name during resolution of a dispute.

6. Indemnity. In addition to Section 9 of the General Provisions of this Agreement on Indemnity, you agree to indemnify, defend, and hold harmless the .co Registry, its service providers, subcontractors, and their respective directors, officers, employees, affiliates and agents from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys fees and expenses, arising out of or relating to the registered .co domain name.

7. Representations and Warranties. By submitting a request for a .co domain name, you represent and warrant that: (i) to your knowledge, the registration of your requested .co domain name does not and will not infringe upon or otherwise violate the rights of any third party; (ii) you are not submitting the request for a domain name for an unlawful purpose and you will not use the domain name for any unlawful purpose; (iii) you are not knowingly using the domain name in violation of any applicable laws, regulations or rights of third parties; and (iv) that you will use the .co domain name in accordance with all ICANN requirements and policies.

8. Jurisdiction for Certain Disputes and Governing Law. You agree that any disputes between you and the .co Registry (but not with Network Solutions) shall be subject to the laws of Columbia and the exclusive jurisdiction of the courts in Colombia. All disputes between you and Network Solutions (regardless of the involvement of other parties) are subject to Section 21 (Governing Law) in the General Provisions of this Agreement.

## **SCHEDULE D TO NETWORK SOLUTIONS SERVICE AGREEMENT**

### **PRIVATE REGISTRATION SERVICE**

1. Private Registration Service. When you subscribe to Network Solutions Private Registration Service, you authorize and direct Network Solutions to (a) display alternate contact information in the public WHOIS database for the Registrant, Administrative, and Technical Contacts for the applicable domain name registration, and (b) not display the fax number and NIC Handle associated with your account for the applicable domain name.

#### **2. Communications Forwarding.**

a. By subscribing to the Private Registration Service, you authorize and direct Network Solutions to process communications directed to you at the contact information displayed in the public WHOIS database as follows:

(i) Email Address. A private email address that will automatically change in the public WHOIS database every ten (10) days is created for the applicable domain name and will be displayed in the public WHOIS database. Messages received at the email address posted in the public WHOIS database will be filtered for SPAM and forwarded to the email address associated with your account for the applicable domain name. Once an email address is removed from the public WHOIS database it will no longer be a valid email address for the receipt messages. You acknowledge that you may not receive messages sent to an expired email address.

(ii) Postal Address. A P.O. Box address in care of Network Solutions will be the postal address displayed in the public WHOIS database for the applicable domain name. You hereby authorize Network Solutions to receive, sort, open, forward, and destroy any and all mail sent to such P.O. Box in its sole discretion. Mail received via Certified Mail® or Express Mail™ will be opened and all such



mail that can be scanned will be scanned and sent to you via the email address associated with the account for the applicable domain name. You acknowledge that you will have five (5) days from the date such Certified Mail® or Express Mail™ is sent to you via email to request in writing that a copy of such scanned mail be forwarded to you via postal mail at your expense. You acknowledge that unless you direct us otherwise in writing within such five (5) day period, all such mail will be destroyed five (5) days after a scanned copy is sent to you via email. All mail that is unable to be scanned will be forwarded to you via postal mail at Network Solutions' expense at the postal address associated with the account for the applicable domain name. You specifically acknowledge that Network Solutions will destroy all third class and "junk" mail upon receipt and will either discard all such other communications received or return the same to the sender unopened. You hereby waive any and all claims arising from your failure to receive communications directed to your domain name contact information displayed in the public WHOIS database but not forwarded to you by Network Solutions.

(iii) Telephone Number. A telephone number that is answered by a Network Solutions answering service will be displayed in the public WHOIS database for the applicable domain name. Callers will be informed of how to contact you using the information displayed in the public WHOIS database.

b. You acknowledge and agree that by subscribing to our Private Registration Service that you will not receive all communications sent to you at the contact information listed in the public WHOIS database. You acknowledge and agree that Network Solutions disclaims any and all loss or liability that may result from your use of our Private Registration Service and/or your failure to receive important correspondence sent to you at the contact information displayed in the public WHOIS database, including, but not limited to, legal notices or UDRP complaints.

c. You agree that if you opt to have mail forwarded to you in accordance with Section 2(ii) above, that you are responsible for paying all fees and costs associated with Network Solutions providing such forwarding services. Network Solutions will inform you via email of the applicable shipping costs, and the credit card associated with your account for the applicable domain name will be charged. The credit card transaction must be successful prior to us forwarding the correspondence to You. You are solely responsible for maintaining current and accurate credit card information on file with Network Solutions, including the expiration date for such credit card.

3. Network Solutions Right To Disclose Your Contact Information and Terminate the Private Registration Service. You acknowledge and agree that Network Solutions has the absolute right and power, as it deems necessary in its sole discretion, without providing notice and without any liability to you whatsoever, to (a) reveal to third parties the contact information provided by you to Network Solutions in connection with the account for the applicable domain name, (b) populate the public WHOIS database with the registrant's name, primary postal address, email address and/or telephone number as provided by you to Network Solutions, or (c) terminate your subscription to our Private Registration Service:

(i) if any third party claims that the domain name violates or infringes a third party's trademark, trade name or other legal rights, whether or not such claim is valid;

(ii) to comply with any applicable laws, government rules or requirements, ICANN policies or requirements, subpoenas, court orders, requests of law enforcement or government agencies; or

(iii) if any third party threatens legal action against Network Solutions that is related in any way, directly or indirectly, to the domain name, or claims that you are using the domain name registration in a manner that violates any law, rule or regulation, or is otherwise illegal or violative of a third party's legal rights.

**SCHEDULE E TO NETWORK SOLUTIONS SERVICE AGREEMENT****CHANGE OF REGISTRAR SERVICE**

1. In addition to the terms in Schedule A (and the other applicable Schedules, if any, of the Agreement), the terms of this Schedule shall apply to all applications for a change of registrar to Network Solutions. The term "domain name" refers to the domain name identified in your Change of Registrar Application. The term "updated registrant" refers to the person or entity identified as the updated registrant in your Change of Registrar Application, if any.
2. You represent and warrant that: (a) the information provided to Network Solutions in connection with your application is accurate and complete; (b) you are the rightful holder of the registration for the domain name; (c) the registrar of record for the domain name as of the date of this request is the current registrar; (d) you are not in default on any obligations you may owe to the current registrar; (e) you are not the subject of any pending bankruptcy proceedings; (f) you are not party to any dispute resolution proceeding concerning your use or registration of the domain name; (g) you are not in default on any obligations you may owe to Network Solutions; (h) the domain name is not the subject of any collection proceedings, including garnishment, attachment, levy or otherwise. The individual submitting this request represents and warrants that he/she is authorized to request a change of registrar and to apply for our registrar services.
3. You request that we provide registrar services for the domain name. In furtherance of your request, you have applied for our registrar services. We will have no responsibilities as registrar of the domain name unless and until we send you or the updated registrant, as appropriate, notice of acceptance of the Application.
4. You authorize us to take all actions necessary to become the registrar for the domain name, including transmitting to the appropriate Registry a request to change the Registry database to reflect Network Solutions as the registrar of record. You acknowledge and agree that we shall not be responsible for any legal obligations you may owe to any third party, including the current registrar. You further acknowledge and agree that you are not entitled to a credit from us for any sums you may have paid the current registrar.

**SCHEDULE F TO NETWORK SOLUTIONS SERVICE AGREEMENT****REGISTRANT NAME CHANGE AGREEMENT**

1. The following additional terms and conditions (the "Registrant Name Change Agreement" or "RNCA") apply to any change of the registrant (account holder's) name for a second-level domain name or nsWebAddress™ ("Registrant Name Change"), and, unless specifically noted otherwise below, apply to you whether you are listed as the registrant before the change (the "Current Registrant") or after the change (the "New Registrant"). The nsWebAddress™ or domain name for which this RNCA is being processed shall be referred to in this Schedule as the "Domain Name." The RNCA shall not be effective until both the Current Registrant and the New Registrant have indicated their agreement to the terms and conditions of the Agreement (which includes the terms and conditions of this Schedule). You agree that we may void the RNCA and cancel the transfer to remedy an unauthorized change to a Registrant's domain name account. Nothing contained in this Schedule shall be construed as an assignment of the Current Registrant's rights under the Agreement. As used in this Schedule (as in the General Conditions), the word "Agreement" shall mean the Network Solutions Service Agreement of which this Schedule is a part.

2. The terms in this section apply only to the Current Registrant. You agree that you and Network Solutions are currently parties to the Agreement for the registration of the Domain Name(s). You hereby relinquish your registration of the Domain Name(s) and discharge Network Solutions from all obligations under the Agreement, and you release Network Solutions from all claims, liabilities or demands arising from the Agreement. You further acknowledge and agree that you are not entitled to a refund of any fees you may have paid to Network Solutions. You hereby authorize Network Solutions to take all steps necessary to register the Domain Name(s) to the New Registrant, including without limitation, disassociating the Domain Name(s) from the host servers designated by you without further notice. You represent and warrant that you possess the authority to legally bind the Current Registrant of the Domain Name(s) being transferred.

3. The terms in this section apply only to the New Registrant. You acknowledge that you have reviewed and you understand the terms, conditions, representations and warranties of the Agreement in effect as of the date of your application to become the New Registrant. By applying for this Registrant Name Change, you agree to be bound by and to perform in accordance with the terms and conditions of the Agreement, which includes Network Solutions' current Domain Name Dispute Policy. You also reaffirm the accuracy and completeness of all of the information submitted for the Registrant Name Change. Your registration of the Domain Name(s) shall be effective upon Network Solutions' transmission of an acknowledgement to you that the Domain Name(s) has been registered to the New Registrant. You agree to pay Network Solutions the RNCA processing fee set forth on our Website, if any, by providing appropriate credit card information as requested. You represent and warrant that you are the New Registrant or possess the authority to legally bind the New Registrant of the Domain Name(s) being transferred. You acknowledge and agree that unless you register additional registration years for the Domain Name(s), the term of your registration of the Domain Name(s) will be equal to the remaining term of the Current Registrant at the time of the Registrant Name Change.

## **SCHEDULE G TO NETWORK SOLUTIONS SERVICE AGREEMENT**

### **EXTENDED YEARS DOMAIN SERVICE**

1. Extended Years Domain Service. When you purchase the Network Solutions Extended Years Domain Service for a new domain name registration (for example, for 20 years, 100 years or another year period) through Network Solutions, we will initially register the relevant domain name for the maximum number of years allowed by the applicable registry. When you purchase the Network Solutions Extended Years Domain Service for a domain name that is currently registered through Network Solutions, we will initially renew the domain name for the maximum number of years allowed by the applicable registry. We will then automatically renew the domain name registration on an annual basis until you have received the number of years of registration services offered from us for that domain name from the date of your purchase of the Extended Years Domain Service.

2. Non-Transferable; Non-Refundable. You acknowledge and agree that the Extended Years Domain Service will terminate if you transfer the domain name for which you purchased the service to another registrar. You acknowledge and agree that this service is non-refundable upon termination.

3. Other Services Affecting this Service. You acknowledge and agree that our ability to provide the Extended Years Domain Service is dependent upon, among other things, the continued registration of the relevant domain name, and that any termination of that registration (for whatever reason) will result in the termination of the Extended Years Domain Service for that registration.



**SCHEDULE H TO NETWORK SOLUTIONS SERVICE AGREEMENT****EMAIL SERVICES (nsMail™)**

The terms in this Schedule apply to nsMail™, nsMail™ Pro or NetworkSolutions' email services.

1. **Description of Service.** Network Solutions is providing you with the capability of sending and receiving electronic mail via the Internet. You must: (a) provide all equipment, including a computer and modem, necessary to establish a connection to the Internet; and (b) provide for your own connection to the Internet and pay any telephone service fees associated with such connection. In order to maintain the quality of our services to other customers and to protect our computer systems Network Solutions may limit the number of recipients of any email message transmitted or received by you to 1000 recipients per any 24 hour period. Network Solutions may also restrict the number of recipients receiving an individual message. The current maximum is 100 recipients per message. Network Solutions reserves the right to change this limit. We, in our sole discretion, will determine whether or not your conduct is consistent with this Agreement and any Network Solutions operating rules or policies and may suspend or terminate your email service if your conduct is found to be inconsistent with this Agreement or such rules or policies. The email service is subject to scheduled (from 12:01am eastern United States time to 2:00 am eastern United States time every Saturday) and unscheduled outages that will impact your ability to use the service. We will use commercially reasonable efforts to restore the service after any unscheduled outages. Moreover, in order to receive the email service we (or our third party provider) must host your domain name record. If you transfer your domain name record to a third party in conjunction with a live Website, or for any other reason, or allow your domain name registration to expire, you will no longer be able to use the email service. We will not refund the fees you paid for our email service if you elect to transfer your domain name record to a third party. You may not exceed the storage [megabytes] applicable to the particular email services purchased by you as specified on our Website at the time of your purchase (or as subsequently modified by us pursuant to this Agreement). If you exceed the applicable storage limitations, Network Solutions reserves the right, in its sole discretion, to either (A) charge, and you agree to pay, an additional fee as described on our Website for each Megabyte of usage that exceeds the bandwidth limitations set forth above, or (B) terminate or suspend your email services and this Agreement. Additionally, you acknowledge and agree that we may delete any or all messages in your "trash" folder at any time in our sole discretion.

2. **Catch-All Mailbox Service.** Network Solutions may make available to you the ability to subscribe to our Catch-All Mailbox service. You acknowledge and agree that, in the event you subscribe to the Catch-All Mailbox service, any electronic mail sent to the email box of any user of your Network Solutions email service (e.g., Person@Yourcompany.com) will also be sent to the email box set up for the Catch-All Mailbox service. You further acknowledge and agree that in the event your Network Solutions email and domain name services are terminated, any future registrant of your terminated domain name that subscribes to the Catch-All Mailbox service may receive emails intended for receipt by you or a former user of your email service, and you agree that Network Solutions shall have no liability to you or any third party with respect thereto. You are solely responsible for providing any and all necessary notifications regarding termination of your Network Solutions email services, and you agree that Network Solutions shall have no liability to you or any third party with respect thereto.

3. **SPAM Protection.** Network Solutions' email service includes real-time SPAM Protection provided by CloudMark™. All email sent to your email address(es) will be scanned by Cloudmark Anti-Spam to detect SPAM and to assist in preventing SPAM from reaching your email box(es). All email detected as SPAM will be deleted and will not be delivered to your email inbox. All email box(es)



automatically include SPAM Protection and this feature can not be disabled or configured by you. You acknowledge and agree that our SPAM Protection feature is not guaranteed to be one hundred percent (100%) effective or error free and may result in email that is not SPAM being falsely identified as SPAM and deleted by our system, or the delivery of SPAM to your email box(es). You acknowledge and agree that Network Solutions shall have no liability to you or any third party with respect to our SPAM Protection feature, your failure to receive any email as a result thereof, or your receipt of SPAM.

4. Virus Protection. Network Solutions' email service includes Virus Protection that scans your email, and attachments thereto, to assist in the prevention of the transmission of viruses to your computer system and/or email program. All email sent to your email address(es) will be scanned for viruses. If a virus is detected, the email message and/or attachment, as applicable, will be cleaned if possible and the header of the email will be tagged to inform you that a virus was detected and that the email message and/or attachment has been cleaned and the virus removed. If a virus is detected, and the virus cannot be removed from the email message and/or attachment, the email message and/or attachment will be deleted and the email will be tagged to inform you that portions of the email have been deleted because a virus was detected. All email box(es) automatically include Virus Protection and this feature cannot be disabled or configured by you. You acknowledge and agree that our Virus Protection feature is not guaranteed to be one hundred percent (100%) effective or error free and may delete email messages and/or attachments that you may desire to view, or allow the transmission of viruses to your computer system and/or email program. You acknowledge and agree that Network Solutions shall have no liability to you or any third party with respect to our Virus Protection feature, your failure to receive any email and/or email attachments as a result thereof, or the transmission of viruses to your computer system and/or email program.

5. Safeguarding Passwords. You are responsible for maintaining the confidentiality of your password and email account and are fully responsible for all activities that occur using your password. Please notify us immediately of any unauthorized use of your password or email account or any other breach of security. Network Solutions is not liable for any losses that you may incur as a result of any third-party's use of your password.

6. Billing for Email Service. Billing for annual email services shall be by valid credit card (acceptable to Network Solutions) at the time of purchase. If you elect to subscribe to monthly email services, your monthly payments for the same will be automatically charged to the credit card provided by you (and acceptable to Network Solutions) at the time of your purchase (with such payments being charged in advance on a monthly basis) ("Monthly Email Service Fee"), and you hereby agree that Network Solutions is authorized to so charge your credit card. Network Solutions, in its sole discretion, shall determine the prices it will charge for the email services, and the terms and conditions applicable to the same, and Network Solutions may, upon providing thirty (30) days' notice to you, amend such pricing and/or terms and conditions. If you do not agree with any such change(s), you may terminate this Agreement or cancel your email service subscription, as applicable, as provided herein, within such thirty (30) day period; otherwise all such changes shall thereafter be effective with respect to your account, and you agree that we are authorized to charge your credit card for any new Monthly Email Service fee.

7. Privacy. Network Solutions will not monitor, edit or disclose the contents of your private communications with third parties unless required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the law or comply with legal process served on Network Solutions; (b) protect and defend the rights or property of Network Solutions; or (c) act under exigent circumstances to protect the personal safety of our customers or the public. You acknowledge and agree that Network Solutions neither endorses the contents of any of your communications nor

assumes responsibility for such content, including but not limited to any threatening, libelous, obscene, harassing or offensive material contained therein, or any infringement of third party intellectual property rights arising therefrom or any crime facilitated thereby. You acknowledge and agree that certain technical processing of email messages and their content may be required to: (a) send and receive messages; (b) conform to connecting networks' technical requirements; (c) conform to the limitations of the email service; or (d) conform to other similar requirements.

8. Customer Conduct. You agree to be bound by the applicable provisions of the Network Solutions Acceptable Use Policy, incorporated herein and made part of this Agreement by reference, in connection with your use of the services described in this Schedule. Network Solutions' outsourcing contractors for the email services, including, but not limited to Brightmail, Inc or its successors, shall be intended third party beneficiaries of the email service customer's obligations under this Agreement and thus shall be entitled to enforce those obligations against you as if a party to this Agreement.

9. As a user of Network Solutions' Email Services you may have the ability to access your email account through the Internet ("Web Mail"). When using Web Mail, you may receive a message that is encrypted by the MessageGuard® encryption service ("MessageGuard Service"). Messages that are encrypted by the MessageGuard® Service and that you review through Web Mail will automatically, and without indication of the message's encrypted status, be decrypted for your immediate access. By your continued use of the Network Solutions Email Services, you are acknowledging and agreeing to the terms and conditions of the MessageGuard Service, as found in Schedule S of this Agreement.

## **SCHEDULE I TO NETWORK SOLUTIONS SERVICE AGREEMENT**

### **WEB FORWARDING SERVICE**

1. Network Solutions is providing you with the capability to forward users or visitors who type in a specific domain name to another domain name designated by you through the Web Forwarding service. You represent and warrant that you have the necessary rights to use the Web Forwarding service to forward, point, alias or resolve your domain name registration(s) to the other domain name designated by you in ordering such services. You agree that we, in responding to a third party complaint or for any other reason, have the right, in our sole discretion, to suspend or terminate your Web Forwarding service without notice and with no obligation to refund fees paid if we determine the Web Forwarding service is forwarding users to a Website or URL that is unsuitable or being used for any unlawful or harmful purpose, as determined in our sole discretion.

2. You acknowledge and understand that the Web Forwarding service includes a Domain Masking feature that will make your site visitors see the domain name associated with the Web Forwarding service in the window of their browser throughout your entire Website and on all Websites linked to from your Website while the window session remains open. You have the ability to turn the Domain Masking feature on or off at any time through Account Manager. The Domain Masking feature may not work with all Websites depending on how they are configured and their ability to be viewed within a browser frame.

## **SCHEDULE J TO NETWORK SOLUTIONS SERVICE AGREEMENT**

### **WHOIS BUSINESS LISTING SERVICE**

In addition to the terms and conditions in the General Provisions and other applicable Schedules in the Agreement, the following additional terms and conditions shall apply to any and all purchases of the WHOIS Business Listing Service (as defined below).

1. Description of the Service. Through the WHOIS Business Listing Service (the "Service"), Network Solutions is providing its Customers with an opportunity to add information about their business, their products or services, or about their domain name or Website (referred to generally in this Section J as "Advertising Content") to their WHOIS listing that appears in the WHOIS database and WHOIS search results.

2. Display of Advertising Content. Customer hereby grants to Network Solutions a non-exclusive, royalty-free, worldwide right and license by all means and in any media to use, reproduce, distribute, modify for technical purposes, publicly perform, publicly display and digitally display the Advertising Content. Customer further grants Network Solutions the right to distribute the Advertising Content to other third parties that wish to publish the Advertising Content in accordance with terms established by Network Solutions. Network Solutions does not edit the Advertising Content written and submitted by the Customer through the WHOIS Business Listing templates. Customer agrees that it shall bear all responsibility and liability for any and all claims related to the Advertising Content displayed with the WHOIS listing. Customer further agrees that Network Solutions shall have no liability for any and all claims that relate to any Advertising Content, copy, data or text that is submitted.

3. Advertising Content Guidelines. Customer acknowledges and agrees that in order for Network Solutions to maintain the integrity of the Service, Customer is subject to this Schedule J and the other terms and conditions in this Service Agreement. Network Solutions may, in its sole discretion, reject, cancel, or remove, at any time, any Advertising Content from the WHOIS Business Listing Service for any reason without prior notice to the Customer. Network Solutions will not be liable in any way for any rejection, cancellation or removal of any Advertising Content. Customer represents and warrants that: (a) it has all necessary authority to enter into this Agreement; (b) it will comply with all applicable laws; (c) that all text, data and information submitted by the Customer for display as the Advertising Content is true, accurate, and complete; and that (d) any use and display of the Advertising Content shall not: (i) infringe or violate any patent, copyright, trademark, service mark, trade secret, or other intellectual property right of a third party, including any right of privacy or publicity; (ii) violate any federal, state or local laws or regulations or foreign laws; (iii) contain material that is pornographic, obscene, defamatory, libelous, fraudulent, misleading, threatening, hateful, or racially or ethnically objectionable; (iv) be likely to result in any consumer fraud, product liability, tort, breach of contract, injury, damage or harm of any kind to any person or entity.

4. Term and Billing. The WHOIS Business Listing Service may be purchased for annual terms which may be renewed. Network Solutions will charge Customer a fee for this Service which shall be billed annually to the Customer's credit card and Customer hereby consents to such billing arrangement.

5. Cancellation; Termination. Network Solutions may, at any time, terminate the WHOIS Business Listing Service, terminate this Service Agreement or disable or take down any Advertising Content displayed. Network Solutions will notify Customer by email of any such termination or cancellation which shall be effective immediately.

6. Disabling of the Service. Customer may "turn off" or conceal the Advertising Content so that it is not displayed with the Customer's WHOIS listing by disabling feature in the Customer's Account Manager.

#### **SCHEDULE K TO NETWORK SOLUTIONS SERVICE AGREEMENT**

##### **nsWebsite™, nsSpace™, nsBusinessSpace™, AND Website Builder Tool**

The terms in this Schedule apply to nsWebsite™, nsBusinessSpace™, nsSpace™, nsHosting™ (Shared) or NetworkSolutions' Website Builder Tool.

1. Definitions. For purposes of this Schedule, the following capitalized terms shall have the meanings ascribed to them below:

(a) "Website Builder Tool" means any pre-designed, customizable Network Solutions Website template licensed by Network Solutions to end users.

(b) "Subscription Service" means any of the Network Solutions Website packages or solutions that are available for purchase by end users on a monthly or annual basis, for a monthly or annual fee (respectively), that combine a Website template, the Website Editing Tool, the Web Hosting Service, and/or such other services as may, from time to time, be included in the package by Network Solutions as of the time of your purchase.

(c) "Website Editing Tool" means the Network Solutions on-line design and editing tool that allows customers to access their Website Templates, add/modify content, upload images and make generic changes to their Website Templates for any type of Websites including mobile Websites.

(d) "Web Hosting Service" means the Web hosting services provided by Network Solutions or a third party through Network Solutions as part of a monthly or annual Website Template Subscription Service or Hosting Services as defined in Schedule N of this Agreement.

(e) "Mobile Website Design Services" means the Network Solutions or private labeled offering whereby You can create, design and host a mobile Website from a Website Template using a Website Editing Tool.

(f) "nsSpace™ (Small)" means a website with features as listed on the Network Solutions product pages. "nsSpace™ (Large)" means a Website with features as listed on the Network Solutions product pages.

(g) "nsWebsite™" means a Website with features as listed on the Network Solutions product pages.

2. Payment. In addition to the payment terms in Section 3 of the Agreement, the following provisions shall also apply solely with respect to the Subscription Service:

(a) Billing for the Subscription Service shall be by valid credit card (acceptable to Network Solutions) at the time of purchase at the fee set forth on our Website. Your monthly and, if you've selected our "auto-renew" feature, annual payments for the Subscription Service shall be automatically charged to the credit card provided by you (and acceptable to Network Solutions) at the time of your purchase (with such payments being charged in advance on a monthly or annual basis, as applicable) each month or annually, as applicable ("Subscription Service Fee"), and you hereby agree that Network Solutions is authorized to so charge your credit card. Network Solutions, in its sole discretion, shall determine the prices it will charge for the Subscription Service, and the terms and conditions applicable to the same, and Network Solutions may, upon providing thirty (30) days notice to you by email, amend such pricing and/or terms and conditions. If you do not agree to the change(s), you may terminate this Agreement (or cancel your Subscription Service, as applicable) as provided herein within such thirty (30) day period; otherwise all such changes shall thereafter be effective with respect to your account, and you agree that we are authorized to charge your credit card for any new Subscription Service Fee, on the next monthly or annual (as applicable) payment cycle.

3. File Size, Storage and Bandwidth Limitations. The following file size and bandwidth limitations apply to all Website Templates (besides the ones used in conjunction with the Mobile Website Design Services) offered by Network Solutions:



(a) File Size and Storage. You can upload a maximum of 2GB of files to your Website template photos and files area, provided that all files must comply with the following size limitations: All Image, Text and Document files have a 5 Megabyte limit (includes .gif, .jpg, .jpeg, .txt, .doc, .xls, .wri, .ppt, .dxf, .pdf and .psd files); and all Media, Flash, and Compressed files have a 15 Megabyte limit (includes .mpg, .mp2, .mp3, .wav, .mid, .mov, .asf, .wma, .wmv, .avi, .mpeg, .rm, .ra, .swf, .zip and .sit files). Each nsSpace™ solution shall have a total published storage limit ("Published Storage Limit") as follows: (i) nsSpace™ (Small) Website 5 Gigabyte; and (ii) nsSpace™ (Large) Website 25 Gigabytes. You may not publish content that exceeds the Published Storage Limit for the Website you have selected.

(b) Bandwidth. You and your Website visitors can view and download the following amounts of content on your Website per month: (i) nsSpace™ (Small) = 50 Gigabyte per month; and (ii) nsSpace™ (Large) Website = 250 Gigabytes per month Network Solutions reserves the right, in its sole discretion, to either (A) charge, and you agree to pay, an additional fee as determined by Network Solutions in its sole discretion, which fee shall not exceed US \$0.50 per Megabyte, for each Megabyte of usage that exceeds the bandwidth limitations set forth above, or (B) terminate or suspend your Website Services and this Agreement if you exceed the bandwidth limitations set forth above.

4. Conduct. You agree to be bound by the applicable provisions of the Network Solutions Acceptable Use Policy, incorporated herein and made part of this Agreement by reference, in connection with your use of the services described in this Schedule. Network Solutions neither sanctions nor permits any Website content or the transmission of data that contains illegal or obscene material or fosters or promotes illegal activity. Network Solutions reserves the right to immediately suspend or terminate any site or transmission that violates this policy, without prior notice. In the event of such termination, Customer agrees that the unused portion of any fees Customer may have paid for any services rendered to Customer by Network Solutions are an appropriate recompense to Network Solutions for the time required to respond to and address issues created by Customer's illegal or obscene site/content, and Customer agrees not to seek recovery of those fees. Further, should Customer violate this Agreement or the AUP, Network Solutions will actively assist and cooperate with law enforcement agencies and government authorities in collecting and tendering information about Customer, Customer's website, the illegal or obscene content, and those persons that may have inappropriately accessed, acquired, or used the illegal or obscene content.

5. MapQuest® Service and Google® Maps Service and other Third Party Applications. Any use of the MapQuest service or Google Maps service or any other third party application that is a part of the Web Hosting Service, Subscription Service or Website Builder Tool or any other Network Solutions service is at your own risk.

(a) Use of the Google Maps service is subject to the terms and conditions located at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and [http://maps.google.com/help/legalnotices\\_maps.html](http://maps.google.com/help/legalnotices_maps.html) and you agree to and acknowledge consent of such terms and conditions. Network Solutions is in no way responsible or liable for any and all claims or damages that arise as a result of your use or a third party's use of the MapQuest service or Google Maps service. Network Solutions is not liable for any property damage or personal injury as a result of your use or a third party's use of the MapQuest service or Google Maps service. You further agree that if you use the Mapquest service you will include the following statement on your Website: "Maps/Directions are informational only. User assumes all risk of use. MapQuest, Network Solutions, and their suppliers make no representations about content, road conditions, route usability, or speed." You expressly agree that you will not modify the MapQuest service or Google Maps service in any way nor will you use the MapQuest service or Google Maps service in any way that may infringe the rights of Network Solutions, MapQuest, or Google Maps, or any third parties. Network Solutions

reserves the right to terminate, delete, remove or modify the MapQuest service or the Google Maps service at any time without warning or notification to you.

(b) The Joomla® software application and default templates are subject to terms and conditions of the GNU General Public License which can be found at <http://www.gnu.org/licenses/old-licenses/gpl-2.0.html>.

6. Use of Images. Your use of any content, images or pictures that are made available by Network Solutions as a part of the Website Builder Tool, Website and Ecommerce Design Services, Web Hosting Service, Subscription Service, Website Template, and Mobile Website Design Services, or any other Network Solutions service is governed by the terms of this agreement. You agree that certain content, images or pictures that you use as a part of the Website Builder Tool, Website and Ecommerce Design Services, Web Hosting Service, Subscription Service or Website Template services are governed by the Fotolia LLC Standard License Content Download Agreement ("Content Download Agreement") which is located at <http://www.fotolia.com/Info/Agreements>. You are obligated to abide by the terms of this agreement and the Content Download Agreement in your use of any content, images or pictures that are provided by Network Solutions to you. You agree that you will not modify, alter, change, reproduce, reengineer, recreate, deface, sell, distribute, lease, license, sublicense or rent any content, image or picture that is made available to you by Network Solutions or that is part of the Website Builder Tool, Website and Ecommerce Design Services, Web Hosting Service, Subscription Service, Mobile Website Design Services, or Website Template. You expressly agree that you will not use any content, images or pictures in any way that may infringe the rights of Network Solutions or any third parties. Network Solutions and its partners retain all rights, title and ownership to the intellectual property, software, tools, content, images and pictures that are made available to you. You agree that your use of the content, images or pictures made available by Network Solutions do not give you any rights in such content, images or pictures. Network Solutions shall also have the right to display your Website on its online properties as an example of the design work Network Solutions is able to provide for its customers.

7. Limitation of Liability/Disclaimer of Warranty for Password Protection Feature. In addition to your acknowledgement and agreement to the limitation of liabilities and disclaimer of warranties contained in the agreement, you acknowledge and agree that network solutions shall have no liability to you or any third party with respect to your use of the password protection feature or the unauthorized access to your website or online storage space. You agree that your use of network solutions' password protection feature is solely at your own risk. You agree that all of such services are provided on an "as is," and "as available" basis. Network Solutions and its licensors expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Network Solutions nor its licensors make any warranty that the password protection feature will meet your requirements, or that the password protection feature will be uninterrupted, timely, secure, or error free. You acknowledge and agree that Network Solutions' entire liability, and your exclusive remedy, in law, in equity, or otherwise, with respect to the password protection feature provided under this Agreement and/or for any breach of this Agreement is solely limited to the amount you paid for the service during the term of this Agreement.

8. Cancellation. You may cancel your Subscription Service at any time. To cancel your Subscription Service you must submit your written notice of cancellation to Network Solutions (as provided herein) and include the following information: (i) Your Network Solutions customer identification number and username; (ii) the registered Domain Name associated with your Website or online storage space; and (iii) your reason for requesting cancellation. Unless otherwise agreed to in writing

(in either paper or electronic form), your Subscription Service will be canceled as of the expiration of the monthly billing cycle in which your notice was received.

#### 9. Term and Termination.

(a) Term. Your Subscription Service shall be either (i) on a month-to-month basis for successive monthly periods, (ii) if you have selected our auto-renew feature, on a year-to-year basis for successive yearly periods, or (iii) if you have not selected our auto-renew feature, for a one-time annual period, all unless either party notifies the other of termination or cancellation in accordance with this Agreement, and subject to the then-current terms and conditions of this Agreement at the time of any renewal of your Subscription Service.

(b) Notice of Service Cancellation by You. Unless terminated earlier as provided herein, this Schedule, and the Agreement if you have no other services with Network Solutions, will be terminated as of the cancellation of your Subscription Service.

(c) Survival. In the event of expiration or termination of this Schedule or the Agreement for any reason, Sections 1 and 13 of this Schedule shall survive.

10. Network Solutions License. Network Solutions grants You a limited non-exclusive, revocable license to use Mobile Website Design Services and the related software and tools for the purpose of creating, designing and publishing Websites for use consistent with this Agreement, the Network Solutions Acceptable Use Policy and any and all relevant laws.

11. Third Party Licenses and Offerings. You expressly agree that any third party products, services or offerings that are available to You as a part of any of the Network Solutions product or services under this Schedule K shall be used by You in accordance with the terms of any relevant third party licenses. Your failure to abide by any third party license may result in the immediate termination of your services by Network Solutions.

12. Mobile Website Design Services Availability. Network Solutions makes no guarantees that any given user will be able to access the Mobile Website Design Services at any given time. Network Solutions shall not be liable to Customer for failure of accessibility to the Mobile Website Design Services or any potential or actual losses that Customer may suffer from Customer's inability to access or use the Mobile Website Design Services or your customer's inability to access any Websites that may be supported or hosted by Network Solutions. Network Solutions provides the Mobile Website Design Services and any software or tools related to those services to the Customer on an "as is" basis and does not guarantee, represent, warrant or covenant that the Mobile Website Design Services or any related software is secure, has no errors, defects or bugs or will function properly. Customer agrees that Network Solutions is not responsible in any way for any malfunction or downtime in the Mobile Website Design Services or related software and any damage, injury or lost profits that may arise from such malfunction or downtime. Network Solutions makes no guarantee that the Mobile Website Design Services that the Customer purchases will operate seamlessly and without error with Customer's own hardware, software or other services (including third party products) that Customer currently uses. Network Solutions makes no guarantees regarding system uptime, including but not limited to, the uptime for hosting a Customer's mobile website. From time to time, and as may be necessary to maintain such systems and Network Solutions hardware, Network Solutions reserves the right to take its servers or its vendor's servers and other hardware offline for repairs, upgrades or routine maintenance. Customer agrees and understands that Network Solutions Mobile Website Design Services, including the hosting of a Customer's mobile website, may be dependant on third party services that Network Solutions can not control. Customer expressly agrees that the availability of those third party services may impact the Mobile Website Design Services and



therefore does not hold Network Solutions liable for any actions of a third party that may adversely impact the Mobile Website Design Services. Any uptime calculation or percentage that is provided as a part of the Mobile Website Design Services does not include routine maintenance, unexpected downtime caused by network issues or third party vendors, and occurrences that are outside the control of Network Solutions, including but not limited to the Force Majeure occurrences that are outlined in Section 27 of this Agreement.

13. Mobile Website Design Services Functionality. Network Solutions may at any time, at its sole discretion, update, add, delete, change, alter, terminate or suspend functionality, software or tools related to the Mobile Website Design Services.

#### **SCHEDULE L TO NETWORK SOLUTIONS SERVICE AGREEMENT**

##### **ADDITIONAL TERMS APPLICABLE TO SUPERSTATS™, WATCHDOG™, COUNTER™, SUBMITWIZARD™, SITEMINER™, BOARDSEVER™, EZ POLLS™ AND GUESTBOOK SERVICES™**

##### **(PURCHASED THROUGH MYCOMPUTER STOREFRONT, NETWORK SOLUTIONS STOREFRONT, OR PROVIDED FREE WITH A WEBSITE BUILDER TOOL)**

In addition to the terms and conditions set forth in this Services Agreement and in Schedule K, the following additional terms and conditions shall apply to the following services whether purchased directly through the Network Solutions Storefront (defined below) or the MyComputer Storefront (defined below): SuperStats™, Counter™, SubmitWizard™, SiteMiner™, Boardserver™, EZpolls™ and GuestBook™ services. All capitalized terms used herein, and not otherwise defined, shall have the meanings set forth in Schedule L.

#### **1. Definitions.**

- a. "MyComputer Storefront" as used herein shall mean the website at the URL [www.mycomputer.com](http://www.mycomputer.com), or its successor URL, through which an Internet user may apply for some, if not all, of the services referenced in this Schedule.
- b. "Network Solutions Storefront" as used herein shall mean the website at the URL [www.networksolutions.com](http://www.networksolutions.com), or its successor URL, through which an Internet user may apply for some, if not all, of the services referenced in this Schedule.

2. Any services referenced herein that are purchased in connection with a Website Subscription Service shall be included in the definition of Subscription Service for purposes of the terms and conditions set forth in Schedule J and in this Schedule K.

3. Use of Information. You acknowledge and agree that we may (but are not obligated to) collect, store, use and/or publish information regarding, and data related to, your Website, including, but not limited to, your domain name, URL and traffic counts. Possible uses of such information include, but are not limited to, marketing, the development and distribution of lists concerning traffic patterns of (or visits to) Websites and Network Solutions member Websites and for other general commercial purposes. Use of any information will be in accordance with Network Solutions' Privacy Policies as set forth in Section 5 of the Services Agreement.

4. Page View Limits. The SuperStats™ and Counter™ services are limited to One Hundred Thousand (100,000) page views per account per month. All accounts exceeding such limit may be subject to cancellation of the SuperStats™ and Counter™ services without notice, as well as any other remedy Network Solutions may choose to pursue.



5. Cancellation of Your Website. Any services referenced herein that are offered in connection with a Subscription Service will terminate concurrent with your termination of the Subscription Service. Termination of the services referenced herein and your Subscription Service will occur at the expiration of the monthly billing cycle in which your cancellation notice was received and processed by Network Solutions.

6. Registration and Billing under the MyComputer Storefront.

- a. If you purchased any of the services referenced herein through the MyComputer Storefront, you must submit and maintain on file certain registration data as requested by the MyComputer Storefront registration form for such services. Such registration data shall include, but not be limited to, your name, address, email address, website URLs, credit card number and other billing information. You must submit a separate online activation request for each service you wish to subscribe. Network Solutions reserves the right, in its sole discretion, to refuse any registration or service activation request for any reason or no reason. You represent that the registration information you supply to Network Solutions is true, complete and accurate. By submitting any information, you authorize Network Solutions to use such information in accordance with its privacy policy located at [www.networksolutions.com/legal/privacy-policy.jsp](http://www.networksolutions.com/legal/privacy-policy.jsp).
- b. If you become a registered user of the MyComputer website, you will receive a password for accessing your account information. You are responsible for maintaining the confidentiality of your password and account and are fully responsible for all activities that occur using your password or account. Please notify us immediately of any unauthorized use of your password or account or any other breach of security. Network Solutions is not liable for any losses that you may incur as a result of any third-party's use of your password or account.

## SCHEDULE M TO NETWORK SOLUTIONS SERVICE AGREEMENT

### CERTIFIED OFFER SERVICE® and CERTIFIED OFFER SERVICE® PLUS

**1. Additional Terms; Definitions.** Except as specifically noted otherwise herein, the following additional terms and conditions apply to you if you use the Certified Offer Service® or Certified Offer Service® PLUS (together referred to as "COS") in any way. As used in this Schedule, the term "Buyer" means any person or entity that uses the COS to make an Offer to a domain name registrant to transfer to such person a domain name registration through the COS. As used in this Schedule, the term "Seller" means the registrant of the domain name and its agents (including the registrant's administrative contact) that is the subject of an offer from a Buyer. The domain name that is the subject of the COS is referred to in this Schedule as the "Domain Name." You agree that any offer, counter-offer, and/or acceptance of either of them by a Buyer or Seller, shall be subject to the terms and conditions of this Agreement (which includes the terms and conditions of this Schedule).

**2. Purpose of Certified Offer Service; Network Solutions' Participation.** You acknowledge and agree that the COS is intended to provide the Buyer and Seller with a means through which the Buyer and Seller may be able to come to an agreement regarding the transfer of the Domain Name for the payment of a fee from the Buyer to the Seller, and to facilitate any such transfer and the associated payment from the Buyer to the Seller, all in accordance with the terms of this Schedule. You acknowledge and agree that the terms of Section 10 of this Schedule set forth the legal agreement between the Buyer and the Seller and that you have reviewed those provisions and find them to be acceptable to you. You acknowledge and agree that Network Solutions is not the agent of and is not acting as an agent for either the Seller or the Buyer, and that the Seller will look solely to the Buyer for fulfillment of the Buyer's obligations hereunder, and the Buyer will look solely to the Seller for

fulfillment of the Seller's obligations hereunder. Neither the Buyer nor the Seller will look to Network Solutions for the fulfillment of the Buyer's or the Seller's obligations. Network Solutions' role in the COS is that of sending communications from the Buyer to the Seller and the Seller to the Buyer, providing the terms of the agreement between the Buyer and Seller, receiving funds from the Buyer, processing any necessary registrar transfer, processing the registrant name change, and sending payment to the Seller, all as set forth in this Schedule. You acknowledge and agree that Network Solutions is not a broker and will not negotiate on behalf of either party. You further acknowledge and agree that nothing in this Agreement or on our Website shall be construed to mean that the Domain Name can be or is being assigned from one registrant to another - all Domain Name transfers are completed pursuant to the terms of the Registrant Name Change Agreement that forms a part of this Agreement.

**3. Third Party and Other Factors; No liability for Failed Transactions.** You acknowledge and agree that the successful transfer of the Domain Name and the associated payment of the selling price to the Seller through the COS are dependent upon many factors that are not within the control of Network Solutions, and that Network Solutions shall not be liable for the failure of any transaction, in whole or in part (including but not limited to failure of the Domain Name to be transferred or failure of a payment to be made), where such failure is caused by the actions or inactions of the Seller (including but not limited to breach by the Seller of its obligations to you or us under the COS), Buyer (including but not limited to breach by the Buyer of its obligations to you or us under the COS) or other third party. For example, a Seller whose domain name registration is sponsored by a registrar other than Network Solutions must approve a transfer of the domain name sponsorship to Network Solutions before a transaction between the Seller and Buyer can be completed. If the Seller in that situation does not approve the transfer after agreeing to sell the domain name registration, or the Domain Name cannot be transferred because it is in a lock status or has not been registered at the current registrar for more than sixty (60) days, then the transaction cannot be completed (and no money will be paid to the Seller). For further example, where a Buyer fails to sign and return to us an Account authorization form (so that that a Network Solutions account may be established) after agreeing to buy a domain name registration, then the transaction cannot be completed (and the Domain Name will not be transferred to the Buyer).

**4. Indemnification by You.** In addition to your other obligations of indemnification under this Agreement, you agree to indemnify, defend and hold harmless Network Solutions, its parent and subsidiary companies, and their respective officers, directors, members, shareholders, affiliates, agents, employees and assigns from and against any and all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, relating to or arising out of the termination of the COS by the Seller, the Buyer or Network Solutions (where Network Solutions is permitted to so terminate under the terms of this Agreement), or the failure of any transaction whether caused by the Seller, Buyer, or Network Solutions (except where such failure is the result of Network Solutions' material breach of this Agreement).

**5. Third Party Disputes Concerning Process or Actions.** In the event the COS is terminated by Network Solutions as a result of a claim by a third party that the COS process or the actions of the Seller or Buyer violate(s) that third party's rights, Network Solutions is authorized, but not obligated, to refund to the Buyer all funds paid by the Buyer to Network Solutions in connection with the COS and to transfer the registration of the Domain Name to the Seller, and/or "lock" the Domain Name until such time as any pending dispute concerning the Domain Name is resolved (as evidenced by an agreement between the applicable parties or an order of a court).

**6. Your Additional Representations and Warranties; Intellectual Property Rights; Our Disclaimer.** You represent and warrant that your use of the COS, including but not limited to your

purchase or attempt to purchase, your sale or attempt to sell, your transfer or attempt to transfer, and your registration or attempt to register the Domain Name will not and does not infringe the rights of any third party (including but not limited to the intellectual property rights of any third party). You represent and warrant that you will take all steps necessary to fulfill your obligations under this Agreement and to complete the transaction contemplated by this Schedule. We make no representation or warranty as to the status of the Domain Name, including whether or not the Domain Name or your actions in purchasing, selling, transferring or registering the Domain Name infringes or will infringe on any other party's rights. It is your responsibility to ensure that the Domain Name and your actions do not and will not infringe on any other party's rights. Further, in addition to its other disclaimers in the Agreement, Network Solutions disclaims any liability with respect to the terms of the agreement between the Seller and the Buyer set out in Section 10, and Network Solutions makes no representation or warranty that the terms of that agreement are adequate to meet your needs or to provide you with the legal rights, protections and obligations that are best for you. If you do not wish to use the terms of Section 10 for your agreement with the Seller or the Buyer, you should not use this service.

**7. Termination by Network Solutions; No Liability.** You agree that Network Solutions may terminate the COS at any time (and at any stage in the process), without liability to either Seller or Buyer, if, at any time,: (1) the Buyer or Seller fails to fulfill any of its obligations under this Agreement; (2) Network Solutions believes the Buyer is or may be using a stolen or unauthorized credit card; (3) Network Solutions believes the Buyer or Seller may be acting in fraudulent or unauthorized manner, a manner that may subject Network Solutions to a claim by a third party, or otherwise in a manner that violates any law, Network Solutions policy, this Agreement, or any right of a third party; or (4) Network Solutions receives a complaint from a third party that the Seller or the Buyer is violating any law, Network Solutions policy, this Agreement, or any right of a third party. In the event Network Solutions terminates the COS as provided herein, Network Solutions shall have no liability to the Buyer or the Seller for such termination, and Network Solutions shall be permitted, but not obligated, to transfer the Domain Name back to the Seller as registrant and to return to the Buyer any of the Buyer's funds still in Network Solutions' possession.

**8. Terms for the Buyer.** The following additional terms apply only to the Buyer. The Buyer agrees to the following additional terms in this Section:

- A. **COS Offer Fee; Non-Refundable; Exceptions.** You will use the COS to make an offer via email to a Seller to pay to the Seller the offer price selected by you (the "Offer Price") in exchange for the Seller's agreement to transfer the Domain Name to you through the COS. If your offer exceeds \$25,000, you are required to use our Certified Offer Service PLUS and we will contact you by phone to confirm your offer amount. You will pay the non-refundable COS offer fee (the "Offer Fee") set forth on our Website at the time you make your offer. This Offer Fee will be paid by you via your credit card and is non-refundable regardless of whether or not your offer is accepted by the Seller or the Domain Name is transferred to you (but we will not charge you the fee if it is not possible to send your offer because, for example, there is no email listed for the Seller in the WHOIS database).
- B. **Nature of Your Offer and Any Counter-Offer.** We will send your offer via email to the email address of the administrative contact of the registrant as reflected in the WHOIS database of the registrar currently sponsoring the Domain Name. If you are using Certified Offer Service PLUS, we will contact the administrative contact initially by telephone to convey your offer. You acknowledge that the information in the WHOIS database might not be accurate and that we have no obligation to and will not confirm the accuracy of any WHOIS information. Your offer will remain valid and binding on you for a period of ten (10) calendar days (fourteen (14) calendar days if you are using Certified Offer Service PLUS) from the date of your offer, unless



before then the transaction is terminated by Network Solutions, or the Seller accepts or rejects your offer (the "Offer Period"). You may not and will not attempt to revoke your offer during the Offer Period. Your offer will automatically terminate upon expiration of the Offer Period. If the Seller makes a counter-offer, we will send you an email, or contact you by telephone if you are using Certified Offer Service PLUS, containing the Seller's counter-offer price (or minimal acceptable price) (the "Seller Counter Price"), which you may accept, reject or to which you may make a counter-offer within ten (10) calendar days (fourteen (14) calendar days if you are using our Certified Offer Service PLUS) from the date of the Seller's counter-offer, unless the Seller's counter-offer has been terminated (the "Seller Counter Period"). If you make a counter-offer to the Seller during the Seller Counter Period, we will convey your counter-offer price (the "Buyer Counter Price") to the administrative contact of record as described above. Your counter-offer serves as a rejection of the Seller's counter-offer. Additionally, your counter-offer will remain valid and binding on you for a period of ten (10) calendar days (fourteen (14) calendar days if you are using Certified Offer Service PLUS) from the date of your counter-offer, unless the transaction is terminated by Network Solutions, or the Seller accepts or rejects your counter-offer (the "Buyer Counter Period"). You may not and will not attempt to revoke your counter-offer during the Buyer Counter Period. Your counter-offer will automatically terminate upon expiration of the Buyer Counter Period.

- C. **Acceptance of Offer or Counter-Offer; Process.** If the Seller accepts either your offer during the Offer Period or your counter-offer during the Buyer Counter Period, or if you accept the Seller's counter-offer during the Seller Counter Period, we will notify you via email, and: (1) You will immediately pay to Network Solutions, and Network Solutions is authorized to charge your credit card in the amount of (i) for the benefit of the Seller, the Offer Price, Seller Counter Price, or Buyer Counter Price, as applicable, and (ii) the transaction fee (the "Transaction Fee") set forth on our Website at the time you make the offer (collectively, the "Total Price"); and (2) You will complete, sign and return to Network Solutions, in the time-frame specified by Network Solutions, any and all paperwork sent to you by us to complete the transaction contemplated by this Agreement, including but not limited to a form confirming your authorization to us to charge your credit card for the Total Fees. If you are using Certified Offer Service PLUS, we will contact you by telephone to provide you with the information that you will need to make payment of the Total Price by wire transfer. Upon fulfillment of your obligations set forth above, Network Solutions will initiate a transfer of the sponsorship of the Domain Name to Network Solutions as registrar (with the Seller as registrant of the Domain Name), if the Domain Name is not then-currently sponsored by Network Solutions as registrar, or will transfer the Domain Name into a new account for the Seller. Once the domain name is sponsored by Network Solutions as registrar and in a new account for the Seller, the Domain Name will be placed in a "lock" status. Network Solutions will then change the registrant of the Domain Name to the Buyer (or to the person or entity directed by the Buyer). After any successful change of registrant as contemplated herein, Network Solutions will pay to the Seller (as listed in the WHOIS database for the Domain Name at issue), from the funds received by the Buyer, the Offer Price, Seller Counter Price, or Buyer Counter Price, as applicable. In the case of an offer made using Certified Offer Service PLUS, Network Solutions shall charge the Seller a Seller's Transaction Fee and deduct the Seller's Transaction Fee from the Buyer's payment before sending the funds to the Seller.
- D. **Rejection or Termination of Offer or Counter-Offer.** If the Seller (i) rejects your offer without making a counter-offer, (ii) fails to respond to your offer during the Offer Period, (iii) rejects your counter-offer, or (iv) fails to respond to your counter-offer during the Buyer Counter Period, the COS will immediately terminate. If you reject a counter-offer made by the Seller or fail to respond to a counter-offer during the Seller Counter Period, the COS will immediately terminate.



- E. **60-Day No Transfer Requirement.** For a period of sixty (60) days following any successful transfer of the Domain Name, you agree not transfer or attempt to transfer the Domain Name to another person or to another registrar, and Network Solutions is authorized to deny any request for such a transfer.
- F. **Domain Name Transfer and Registration Subject to Service Agreement.** Through the COS, you are applying to transfer and register the Domain Name to the Buyer with Network Solutions as the sponsoring registrar. Any successful transfer and subsequent registration of the Domain Name to the Buyer is governed by the terms and conditions of this Agreement (which includes the General Terms and Conditions and the Schedules applicable to domain name registrations and registrant name changes).
- G. **Disclosure of Buyer Information.** During the transaction contemplated by the COS, we will not disclose your identity to the Seller or any third party, unless the COS is terminated by Network Solutions as a result of a third party claim concerning the COS, the Domain Name, or the Seller or Buyer, or as a result of your failure to fulfill any of your obligations under this Agreement to us or to the Seller, or as a result of a claim by the Seller that you have not fulfilled your obligations under this Agreement. Additionally, after the completion of any Domain Name transfer hereunder, we are permitted but not obligated to disclose your identity and contact information to the Seller or as otherwise provided in this Agreement.
- H. **Value Assessment.** You acknowledge and agree that the Value Assessment Tool available as part of the COS is designed to be a helpful tool only and that it is your responsibility to determine the offer price (or counter-offer price) that is appropriate for you and the Domain Name in question.
- I. **Tax Consequences.** You agree that you are responsible for complying with all tax filings, certifications, notices, rules and regulations, arising out of your actions as a Buyer through the COS, including the payment of any sales, use, value-added or other taxes, assessed or due in connection with your payment of the Offer Price, Seller Counter Price or Buyer Counter Price, as applicable, to the Seller (through Network Solutions) and the filing of any required forms or returns with the appropriate authorities in connection therewith.
- J. **Suspension of Your Account; Transfer of Domain Name to Network Solutions.** In addition to all other remedies available at law or in equity, Network Solutions shall have the right, but not the obligation, to (i) suspend your account with Network Solutions indefinitely (which will suspend all other services you may have with us in your account) until payment is received by you in accordance with your obligations under this Schedule, and (ii) transfer the Domain Name to Network Solutions as registrant if you do not make required payments under this Schedule within three (3) business days after notice is sent via email to you from Network Solutions that such payment is owed.
- K. **Seller Request to Reopen Offer.** If we receive a request from the Seller that you reopen an offer under the COS (a "Reopen Request"), we may, but will not be obligated to, notify you of the Reopen Request. If you receive such a request from us, and you wish to submit another offer to the Seller through the COS, any such offer by you shall be treated as an initial offer through the COS, starting anew the COS process, and that offer and all subsequent counter-offers, if any, shall be governed accordingly by the terms and conditions of the Agreement (which includes but is not limited to this Schedule).

**9. Terms for the Seller.** The following additional terms apply only to the Seller. The Seller agrees to the following additional terms in this Section:

- A. **Acceptance of Offer or Counter-Offer; Process.** You may accept, reject or make a counter-offer (as described below) to the Buyer's offer so long as the offer has not been terminated (the "Offer Period"). If you accept the Buyer's offer during the Offer Period, Network Solutions will inform the Buyer of your acceptance via email (or if using Certified Offer Service PLUS, by

telephone), and will attempt to obtain funds from the Buyer via credit card or wire transfer to pay the offer price (the "Offer Price") and Network Solutions' Transaction Fee. If you make a counter-offer to the Buyer and the counter-offer is accepted by the Buyer, Network Solutions will inform you via email or by telephone, of the Buyer's acceptance of the counter-offer, and Network Solutions will attempt to obtain funds from the Buyer via credit card or wire transfer, to pay the counter-offer price (sometimes referred to as the minimum acceptable price)(the "Seller Counter Price") and Network Solutions' Transaction Fee. The Buyer might not accept your counter-offer, but might instead make a counter-offer to you. In that case, you may accept or reject the Buyer's counter-offer so long as the Buyer's counter-offer has not been terminated (the "Buyer Counter Period"). If you accept the Buyer's counter-offer, if any, within the Buyer Counter Period, Network Solutions will inform the Buyer of your acceptance via email or by telephone, and will attempt to obtain funds from the Buyer via credit card or wire transfer to pay the Buyer's counter-offer price (the "Buyer Counter Price") and Network Solutions' Transaction Fee. You acknowledge and agree that in any case Network Solutions must first obtain sufficient funds from the Buyer before a transaction can be completed, and that failure of the Buyer to deposit sufficient funds with Network Solutions shall be grounds for Network Solutions to terminate the COS. After sufficient funds have been obtained from the Buyer, Network Solutions will attempt to transfer the Domain Name to a new account with Network Solutions where you will still be the registrant. If the Domain Name is being sponsored by another registrar, Network Solutions will first initiate a transfer of the Domain Name to Network Solutions as registrar. Once the Domain Name is registered with Network Solutions as registrar and in a new account with you as the registrant, Network Solutions will change the registrant of the Domain Name to the Buyer (or as directed by the Buyer). After any successful change of registrant as contemplated herein, Network Solutions will pay to the Seller (as listed in the WHOIS database for the Domain Name at issue), from the funds received by the Buyer, the Offer Price, Seller Counter Price, or Buyer Counter Price, as applicable. In the case of an offer made using Certified Offer Service PLUS, Network Solutions shall also deduct a Seller's Transaction Fee before sending the funds to the Seller. The amount of the Transaction Fee charged to the Seller is published on our Website. If an offer or counter-offer is accepted, you will properly respond to and complete any and all emails and/or documentation sent to you from Network Solutions or your current registrar concerning the transfer of your domain name, and otherwise take all steps necessary, to effect the transfer of the Domain Name to Network Solutions as registrar (where the Domain Name is sponsored by another registrar) and to the Buyer as registrant. Upon fulfillment of your obligations set forth above, and the deposit of sufficient funds by the Buyer, Network Solutions will send you a check for the Buyer's payment of the Offer Price, Seller Counter Price, or Buyer Counter Price, as applicable less the Seller's Transaction Fee.

- B. Nature of Your Counter-Offer. We will send your counter-offer, if any, via email, or via telephone, to the Buyer at the email address or phone number provided by the Buyer. Your counter-offer serves as a rejection of the Buyer's offer. You acknowledge and agree that if the email address provided by the Buyer is not accurate or valid, the counter-offer will not reach the Buyer. If you are using Certified Offer Service PLUS we will make every attempt to reach the Buyer either by email, phone or regular mail. Your counter-offer will remain valid and binding on you for a period of ten (10) calendar days (fourteen (14) calendar days if you are using Certified Offer Service PLUS) from the date of your counter-offer, unless before then the transaction is terminated by Network Solutions, or the Buyer accepts, rejects or makes a counter-offer to your counter-offer (the "Seller Counter Period"). You may not and will not attempt to revoke your counter-offer during the Seller Counter Period. Your counter-offer will automatically terminate upon expiration of the Seller Counter Period.
- C. No Changes After Acceptance or Counter-Offer. You will not attempt to transfer or change the registrant for the Domain Name after accepting an offer or Buyer counter-offer, or after making

a counter-offer, except as instructed by Network Solutions or if notified by Network Solutions that the Seller Counter Period has expired.

- D. **Rejection or Termination of Counter-Offer.** If the Buyer rejects your counter-offer or fails to respond to your counter-offer during the Seller Counter Period, the COS will immediately terminate.
- E. **Additional Seller Representations and Warranties.** You represent and warrant that as of the time you accept an offer or a Buyer counter-offer, or make a counter-offer, you are the current registrant of the Domain Name (or the current registrant's authorized agent) with full authority to enter into this agreement and to sell and transfer the Domain Name to the Buyer as contemplated herein, and that you have not and will not do anything to change the registrant or current registrar of the Domain Name except as instructed by Network Solutions or if notified by Network Solutions that the Seller Counter Period has expired.
- F. **Change of Registrar, Domain Name Registration, and Registrant Name Change Subject to Service Agreement.** Through the COS, you are applying to transfer, if applicable, and register the Domain Name with Network Solutions as registrar, and to then transfer the Domain Name to the Buyer with Network Solutions as the sponsoring registrar. Any successful change of registrar and registration of the Domain Name with Network Solutions, and transfer and subsequent registration of the Domain Name to the Buyer is governed by the terms and conditions of this Agreement (which includes the General Terms and Conditions and the Schedules applicable to domain name registrations, change of registrar, and registrant name changes).
- G. **Disclosure of Buyer Information.** During the transaction contemplated by the COS, we will not disclose the identity of the Buyer except as otherwise permitted in this Agreement.
- H. **Tax Consequences.** You agree that you are responsible for complying with all tax filings, certifications, notices, rules and regulations, arising out of your actions as a Seller through the COS, including the payment of any sales, use, value-added or other taxes, assessed or due in connection with your receipt of payment of the Offer Price, Seller Counter Price, or Buyer Counter Price, as applicable, from the Buyer (through Network Solutions) and the filing of any required forms or returns with the appropriate authorities in connection therewith.
- I. **Seller Request to Reopen Offer.** We may, but shall not be obligated to, provide you with the opportunity to request through us that a Buyer reopen an offer for the Domain Name. In the event a Buyer does in fact reopen an offer, such an offer will be treated as an initial offer under the terms of the COS, starting anew the COS process, and that offer and all subsequent counter-offers, if any, shall be governed accordingly by the terms and conditions of the Agreement (which includes but is not limited to this Schedule).

**10. Terms Between Buyer and Seller.** The following terms and conditions apply between the Buyer and Seller (unless defined in this Section, capitalized terms shall have the meaning assigned to them elsewhere in this Schedule):

- A. **Buyer's Rights and Obligations to Seller.** By making an offer or counter-offer through the COS, the Buyer offers to pay to the Seller (through Network Solutions) the offer price or Buyer Counter Price conveyed by email or by telephone to the Seller by Network Solutions through the COS in exchange for the Seller's agreement to transfer the Domain Name to the Buyer. The Buyer further agrees to keep the Buyer's offer and any Buyer counter-offer, if any, open and valid for a period of ten (10) calendar days (fourteen (14) calendar days if you are using Certified Offer Service PLUS) from the date of the offer or counter-offer, unless the offer or counter-offer is accepted or rejected sooner (each an "Offer Acceptance Period"). If the offer or Buyer counter-offer is accepted by the Seller within the Offer Acceptance Period in the manner provided for through the COS, or if the Seller makes a counter-offer which is accepted by the Buyer within the Counter-Offer Acceptance Period (defined below) in the manner provided for



through the COS, the Buyer agrees to pay the Seller the offer price, Seller Counter Price, or Buyer Counter price, as applicable, by depositing sufficient funds via credit card with Network Solutions or by making payment by wire transfer to Network Solutions, to cover the offer price, Seller Counter Price, or Buyer Counter price, as applicable, and any Transaction Fee owed by the Buyer to Network Solutions, and to take all other steps described in the COS process and the agreement between Buyer and Network Solutions to permit completion of the transaction. Buyer agrees that in addition to Seller's other rights and remedies, Seller shall be permitted to seek a re-transfer of the Domain Name to Seller if at any time during or after the transaction provided for through the COS, Buyer fails to deposit sufficient funds or the Buyer's funds are determined to be insufficient to pay the payments for which the Buyer is obligated under the terms of this Schedule, and Buyer hereby consents to any such re-transfer.

- B. Seller's Rights and Obligations to Buyer. By accepting an offer or Buyer counter-offer within the Offer Acceptance Period, or making a counter-offer through the COS that is accepted by the Buyer during the Counter-Offer Acceptance Period (defined below), in either case in the manner provided for through the COS, the Seller agrees to transfer the Domain Name to the Buyer (or the Buyer's designee) in exchange for the Buyer's agreement to pay the Seller and fulfill the Buyer's other obligations as set forth in 10A above. The Seller further agrees to keep the Seller's counter-offer, if any, open and valid for a period of ten (10) days (fourteen (14) calendar days if you are using Certified Offer Service PLUS) from the date of the counter-offer, unless the counter-offer is accepted or rejected sooner (the "Counter-Offer Acceptance Period"). If the Seller accepts the Buyer's offer or counter-offer, or the Buyer accepts the Seller's counter-offer, Seller further agrees to fulfill its obligations described in the COS process and the agreement between Seller and Network Solutions to permit completion of the transaction, including agreeing to allow Network Solutions to deduct the amount of the Seller's Transaction Fee from Buyer's payment. The Seller shall provide the Buyer, upon request by the Buyer, with the information necessary for the Buyer to fulfill its obligations, if any, related to tax filings and/or certifications in connection with the payment being made to Seller hereunder.
- C. Representations of the Parties to One Another. The Seller (or the person acting on behalf of the Seller) represents and warrants to the Buyer, and the Buyer (or the person acting on behalf of the Buyer) represents and warrants to the Seller, that he/she/it is authorized to agree to the terms set forth in this Schedule and to do all things necessary to complete the transaction contemplated by the COS, and that he/she/it will take all steps necessary to fulfill his/her/its obligations to the other party and to Network Solutions.

## SCHEDULE N TO NETWORK SOLUTIONS SERVICE AGREEMENT

### HOSTING SERVICES (nsSpace™, nsBusinessSpace™, nsCommerceSpace™ or nsHosting™)

In addition to the terms and conditions in the General Provisions and other applicable Schedules in the Agreement, the following additional terms and conditions shall apply to any and all purchases of nsSpace™, nsBusinessSpace™ nsCommerceSpace™ or nsHosting™ Services (as defined below).

#### 1. Description of Service

Network Solutions may make available for purchase, from time to time, a variety of hosting packages named nsSpace™, nsBusinessSpace™, nsCommerceSpace™ or nsHosting™ (Shared) or nsHosting™ (VPS), stand-alone hosting services and optional add-on services, as published on the Network Solutions website (collectively, "Hosting Services"). Subject to the terms and conditions of this Agreement (which includes this and all other applicable Schedules) and during the term of this Agreement, Network Solutions agrees to provide to you the Hosting Services you purchase during the sign-up process. Network Solutions reserves the right to amend its Hosting Services offerings and to



add, delete, suspend or modify the terms and conditions of the Hosting Services, at any time and from time to time, and to determine whether and when any such changes apply to both existing and future customers.

## **2. Fees and Payment Terms**

2.1 Billing for Hosting Services shall be by valid credit card (acceptable to Network Solutions) at the time of purchase at the fee set forth on our Website. Your monthly and, if you've selected our "auto-renew" feature, annual payments for Hosting Services shall be automatically charged to the credit card provided by you (and acceptable to Network Solutions) at the time of your purchase (with such payments being charged in advance on a monthly or annual basis, as applicable) each month or annually, as applicable ("Hosting Services Fee"), and you hereby agree that Network Solutions is authorized to so charge your credit card. Network Solutions, in its sole discretion, shall determine the prices it will charge for the Hosting Services, and the terms and conditions applicable to the same, and Network Solutions may, upon providing thirty (30) days' prior written notice to you by email, amend such pricing and/or terms and conditions. If you do not agree to any such pricing and/or terms and conditions change(s), you may terminate this Agreement (or cancel your Hosting Services, as applicable) as provided herein within such thirty (30) day period; otherwise all such changes shall thereafter be effective with respect to your account, and you agree that we are authorized to charge your credit card for any new Hosting Services Fee, on the next monthly or annual (as applicable) payment cycle.

2.2 In addition to recurring service fees, Network Solutions may charge set up fees and other one-time fees for any optional services as set forth on our Website and/or described in this Schedule (collectively "One-time Fees"). Billing for One-time Fees shall be by valid credit card (acceptable to Network Solutions) at the time of purchase at the price set forth on our Website. Your One-time Fees shall be automatically charged to the credit card provided by you (and acceptable to Network Solutions) at the time of your purchase, and you hereby agree that Network Solutions is authorized to so charge your credit card. Network Solutions, in its sole discretion, shall determine the prices it will charge for all One-time Fees.

2.3 Network Solutions will charge you a Processing Fee if you terminate or cancel any package prior to the completion of any limited money-back guarantee time period for that package. You authorize Network Solutions, in its sole discretion, to charge the credit card provided by you at the time of your purchase or forward an invoice to you immediately upon any such termination or cancellation of an annual Hosting Services package for the amount of the Processing Fee.

2.4. Network Solutions will suspend your account if you request a chargeback on your credit card for automatic charges to your credit card for excess data transfer usage (see Section 6 below).

## **3. Term and Termination**

3.1 Term. Your Hosting Services shall be either (i) on a month-to-month basis for successive monthly periods, (ii) if you have selected our auto-renew feature, on a year-to-year basis for successive yearly periods, or (iii) if you have not selected our auto-renew feature, for a one-time annual period, all unless either party notifies the other of termination or cancellation in accordance with this Agreement, and subject to the then-current terms and conditions of this Agreement at the time of any renewal of your Hosting Services.

3.2 Cancellation. Subject to your obligation to pay any applicable Processing Fees, you may cancel your Hosting Services at any time. To cancel your Hosting Services you must submit your written notice of cancellation to Network Solutions (as provided herein) and include the following

information: (i) Your Network Solutions customer identification number and username; (ii) the registered domain name, if any, associated with your Hosting Services; and (iii) your reason for requesting cancellation. Unless otherwise agreed to in writing (in either paper or electronic form), your Hosting Services will be canceled as of the expiration of the monthly billing cycle in which your notice was received. Unless terminated earlier as provided herein, this Schedule, and the Agreement if you have no other services with Network Solutions, will be terminated as of the cancellation of your Hosting Services.

3.4 Upon any termination of this Schedule or the Agreement for any reason, Sections 2, 3.4, 4, 5, 6, and 7 shall survive termination.

#### **4. Additional Warranty Disclaimers and Limitations of Liability**

4.1 ADDITIONAL DISCLAIMER. NETWORK SOLUTIONS IS NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM YOU OR STORED BY YOU OR ANY OF YOUR CUSTOMERS VIA THE SERVICES PROVIDED BY NETWORK SOLUTIONS.

4.2 Information obtained by you from the Internet may be inaccurate, offensive or in some cases illegal. Network Solutions has no control over information contained on the Internet and accepts no responsibility for any information that you may receive or transmit via the Internet.

4.3 You accept full responsibility to verify the truth and accuracy, legality and ownership of the information that you disseminate or display in connection with your use of the Hosting Services or obtain from the Internet.

4.4 You agree that if Network Solutions takes any corrective action under this Agreement in response to your or your end users' actions or failures to act, that corrective action may adversely affect you or your end users and you agree that Network Solutions shall have no liability to you or your end users due to any corrective action taken by Network Solutions.

4.5 You agree that Network Solutions has no obligation to back-up any data related to your website unless Network Solutions expressly agrees otherwise in writing (or has expressly stated so on our Website). You agree that you will regularly back-up your data whether or not Network Solutions agrees to or actually does back-up any data.

#### **5. Restrictions on Use**

5.1 Network Solutions does not intend to and shall have no obligation to systematically monitor the content that is submitted, stored, distributed or disseminated by you via the Hosting Services (the "Content"). Your Content includes content of your end users and/or users of your website. Accordingly, you are responsible for your end users' content and all activities on your website. Network Solutions, in its sole and exclusive discretion, may immediately take corrective action, including, but not limited to, removal of all or a portion of your Content and suspension and/or termination of your Hosting Services, in the event of notice of any possible violation of this Agreement or the AUP by you or your end users. You agree that Network Solutions will have no liability to you or any of your end users due to any corrective action that Network Solutions may take and that you will not be entitled to a refund of any fees paid in advance prior to the corrective action. You agree to the additional restrictions of use for the ancillary services provided by Network Solutions in conjunction with the Hosting Services that are found in other schedules to this Agreement.

5.2 You warrant that your Content does not violate or infringe any copyright, trademark, patent or intellectual or other proprietary property right of any third party or contain any obscene or libelous material or otherwise violate any law or regulation.

5.3 Your use of networks or computing resources provided to Network Solutions by third party providers and made available to you as part of the Hosting Services is subject to the respective permission and usage policies of such third parties. If you purchase nsHosting™ VPS services, you agree to be bound by the terms of the End User License Agreement located at <http://www.swsoft.com/en/company/eula/>.

5.4 You expressly (i) grant to Network Solutions a license to cache the entirety of your Content and your Website, including content supplied by third parties, hosted by Network Solutions under this Agreement, and (ii) agree that such caching is not an infringement of any of your intellectual property rights or any third party's intellectual property rights.

5.5 You agree that you will not exceed the bandwidth or storage space limits applicable to the Hosting Services purchased, as set forth on our Website. You agree that if you do exceed either of such limits, Network Solutions, in its sole and exclusive discretion, may immediately take corrective action, including, but not limited to, assessment of additional fees and/or suspension and/or termination of your Hosting Services. You agree that Network Solutions will have no liability to you or any of your end users due to any corrective action that Network Solutions may take and that you will not be entitled to a refund of any fees paid in advance prior to the corrective action. In addition, you agree not to use our Hosting Services primarily as online storage space for archived electronic files. If we detect that you are using our Hosting Services to archive files, you agree that Network Solutions may suspend or terminate your Hosting Services without liability.

5.6 For the "Unlimited" shared Hosting Services, there is no bandwidth or storage space limit. However, "Unlimited" shared Hosting Services are not intended to support the hosting needs of large enterprises that require large bandwidth and storage capabilities. To insure that our shared hosting is reliable and available for all of our small business users, your usage cannot adversely affect the performance of other customers' sites. Using our "Unlimited" shared Hosting Services primarily as online storage space for archived electronic files is prohibited. You agree that if your bandwidth and storage space usage adversely affects other customers on our shared hosting platform, Network Solutions may suspend or terminate your Hosting Services with out liability.

## **6. Data Transfer Overage Charges**

6.1 You agree that you will not exceed the data transfer (bandwidth) or storage space limits applicable to the Hosting Services purchased, as set forth on our Website. You agree that if you do exceed either of such limits, Network Solutions, in its sole and exclusive discretion, may immediately take corrective action, including, but not limited to, assessment of additional fees and/or suspension and/or termination of your Hosting Services. You agree that Network Solutions will have no liability to you or any of your end users due to any corrective action that Network Solutions may take and that you will not be entitled to a refund of any fees paid in advance prior to the corrective action.

6.2. Excess bandwidth usage cannot be purchased by you in advance.

6.3. If you exceed your data transfer limit in the last 24 hours of any given month, Network Solutions will not charge you additional fees so long as the data transfer overage does not exceed 25GB.

6.4. For the nsHosting™ VPS, you agree that Network Solutions may automatically charge your credit card for the bandwidth overage fees. You may opt-out of automatic charges to your credit card

by contacting Customer Service. If you opt out of the automatic overage charges, you risk account suspension if you exceed your allotted amount.

## 7. Other Terms and Conditions

7.1 The Hosting Services we provide under this Agreement may incorporate other products or services that we provide, or products or services provided by third parties with whom we have a business relationship ("Additional Services"). Your use of these Additional Services may be subject to a separate application and/or approval process and you reaching separate agreements with us or with third parties. (For example, if you desire to accept credit card payments through a website you establish via the Hosting Services, your relationship with the third-party merchant account provider may be subject to an application and approval process and you reaching a separate agreement with such provider.) Some of these separate agreements may require you to pay fees in addition to the fees that you pay us for the Hosting Services. We will strive to let you know when your receipt of Additional Services will require you to enter into a separate agreement, whether with us or with a third-party, and whether such separate agreement will require you to pay additional fees. Additionally, depending on the services you elect to receive, you may be responsible for establishing and maintaining a commercial banking relationship with a financial institution. The terms of any such relationship shall be between you and the financial institution and will not necessarily reflect or incorporate terms of any agreements we may have with the institution. Further, you agree that our third party vendors providing any services as part of the Hosting Services, and their successors, are intended third-party beneficiaries under this Agreement and will be entitled to enforce your obligations under this Agreement. Finally, you acknowledge and agree that other Schedules in this Agreement may apply to the various services included in your Hosting Services package (for example, Schedules related to domain name registration, email, Private Registration, etc.), and that you have read and you agree to be bound by the additional terms and conditions in those Schedules.

7.2 You agree that any domain name directory, sub-directory, file name or path (e.g. ) that does not resolve to an active web page on your Website being hosted by Network Solutions, may be used by Network Solutions to place a "parking" page, "under construction" page, or other temporary page that may include promotions and advertisements for, and links to, Network Solutions' Website, Network Solutions product and service offerings, third-party Websites, third-party product and service offerings, and/or Internet search engines. You agree that Network Solutions may change the content and/or appearance of, or disable any of these temporary pages at any time, in its sole discretion, and without prior notice.

7.3 For the nsHosting™ VPS services, Network Solutions may also offer nsHosting™ VPS "Signature" technical support services in addition to providing its standard support services. "nsHosting™ VPS Signature Support Services" are available to assist you with complex technical functions and issues related to the VPS hosting services and are available for a fee that will be charged to your credit card based on the amount of support time used. Network Solutions makes no warranties with respect to any technical support services provided to you and you are solely responsible for the management of your VPS hosting system, server software and applications.

## SCHEDULE O TO NETWORK SOLUTIONS SERVICE AGREEMENT

### ONLINE MARKETING SERVICES (nsMarketing™)

In addition to the terms and conditions in the General Provisions and other applicable Schedules in the Agreement, the following additional terms and conditions shall apply to any and all purchases of Online Marketing Services or nsMarketing™ Services (as defined below).



## 1. Description of Service

1.1 Network Solutions may make available for purchase, from time to time, a variety of online marketing services in the form of our nsMarketing™ solution, including online banner advertisement creation and publication, pay per click search engine advertising, email communication tools, registration with several World Wide Web search engines and Internet Yellow Pages Directories (as described on our Website), search engine optimization, link building, search submissions, keyword optimization, local, regional and national directory listing and submission, Website and site map analysis, call-tracking, search engine optimized press release service, search engine visibility and premium listings services (collectively, "Online Marketing Services", "nsMarketing" or "Services"), as published on the Network Solutions Website. Subject to the terms and conditions of this Agreement (which includes this and all other applicable Schedules) and during the term of this Agreement, Network Solutions agrees to provide to you the Online Marketing Services you purchase during the sign-up process. Network Solutions reserves the right to amend its Online Marketing Services offerings and to add, delete, suspend or modify the terms and conditions of such Online Marketing Services, at any time and from time to time, and to determine whether and when any such changes apply to both existing and future customers.

1.2 In order to use the Services, you must obtain access to the Internet/World Wide Web, either directly or through devices that access Web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the Internet/World Wide Web, including a computer and modem or other access device.

## 2. Your Obligations.

2.1 If you provide any information that is untrue, inaccurate, incomplete or not current, or we have reasonable grounds to suspect that such information is untrue, inaccurate, incomplete or not current, Network Solutions has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

2.2 You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials (for purposes of this Schedule, "Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not Network Solutions, are entirely responsible for all Content that you upload, post, email or otherwise transmit via the Online Marketing Services.

2.3 In addition to all other restrictions under this Agreement and the Acceptable Use Policy, you agree to not use the Online Marketing Services to upload, post, email or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).

2.4 You acknowledge that Network Solutions does not pre-screen Content, but that Network Solutions and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the Service. Without limiting the foregoing, Network Solutions and its designees shall have the right to remove any Content that violates this Agreement or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by Network Solutions or submitted to Network Solutions.

2.5 You understand that the technical processing and transmission of the Online Marketing Services, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

2.6 Network Solutions reserves the right to reject any advertisements from entities for any reason, including those products and/or advertisements deemed to be inappropriate in any way. This includes advertisements or links to pornography, violence, vulgar language, dating/personal ad sites, mp3 sites, gambling, racial/hate promotion, foreign language, etc.

**3. Fees and Payment Terms** Payment for the Online Marketing Services selected by you will be on a pre-paid basis, due and payable at the beginning of the term, and will continue billing at the beginning of any and all subsequent terms until such time as you or we terminate the Online Marketing Services. To participate in the premium listings service (the "Listings Service")(as a part of the Online Marketing Services and in particular the Paid Search Advertising Services further defined in Schedule P to this Agreement), you must be an active, current Network Solutions account holder. You agree to pay us or our third party vendors for all charges incurred by your use of the Listings Service. For charges generated through the delivery of clicks to your site, you will be charged based on actual clicks and pay all charges in US Dollars. All charges are exclusive of taxes. Charges are solely based on our (or our third party vendors') click measurements. You are responsible for paying all taxes and government charges, and reasonable expenses and attorney fees we incur in any action associated with the collection of service fees. You agree to submit any claims or disputes regarding any charge to your account in writing to us within sixty (60) days of such charge otherwise such claim or dispute will be waived and such charge will be final and not subject to challenge.

Any one-time service fees charged to your account and any initial deposit, the value of which will be credited to your account, are non-refundable. When your funds on deposit with us fall below the minimum level for active accounts, defined as 20% of your estimated monthly click charge for the PPC Services, we will automatically bill your credit card, charge card, or debit card on file the amount equal to the minimum monthly amount (defined as your Average Daily Spend amount multiplied by 30 days), as specified by you during the Listings Service signup. We reserve the right to change the minimum level for active accounts at any time. You have the option of terminating your Listings Service at any time. Such termination of your Listings Service shall be effective at the end of your normal 30 day billing cycle, or when your funds on deposit are exhausted. At time of notice of termination, we reserve the right to allocate any or all of your available funds to any outstanding charges or fees due us. Upon the effective date of termination, your listings will be removed from the search engines.

**4. Your License.** Network Solutions grants you a personal, non-transferable and non-exclusive right and license to use on a single computer the object code of any software provided to you by Network Solutions in connection with the Online Marketing Services ("Software"); provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Online Marketing Services. You agree not to access the Online Marketing Services by any means other than through the interface that is provided by Network Solutions for use in accessing the Online Marketing Services.

**5. Specific Restrictions.** In certain instances involving the Online Marketing Services, Network Solutions will perform industry research in order to provide keyword phrase choices to you. During these research activities, Network Solutions may contact you via email with information that will

require a response. Response will be necessary for the project to move forward in a timely manner. In these situations, if a response is not received from the client for more than 60 days, the project is considered "abandoned" and payment is surrendered in full. Network Solutions will not conduct any type of intellectual property review or analysis of recommended keyword phrases and will further conduct no review of any third party rights to recommended keyword phrases. You agree it is entirely your responsibility and obligation to conduct an analysis of any recommended keyword phrases to determine whether any other party may have any type of rights to the recommended keyword phrases. Network Solutions will not be held liable for any claims arising out of your choice or lack thereof of recommended keyword phrases. You agree that you assume all risks for trademark infringement, brand infringement, intellectual property infringement or other claims based on your choice of keyword phrases. Any tutorial that is provided on a 30-minute or 60-minute basis as a part of the Online Marketing Services is for information purposes only. These tutorials are one time only and if the tutorial is cut short for any reason by you prior to the end of the 30-minute or 60-minute session no continuation of the tutorial is permitted. Network Solutions has the right to terminate the tutorial at the end of either the 30-minute or 60-minute session. Network Solutions may also terminate any tutorial if a Customer is abusive, makes threats, indicated that the Customer is involved in unlawful activity or poses a risk in any way to Network Solutions.

**6. Content.** Customer takes full responsibility for all content suggested or supplied to Network Solutions for inclusion on web document(s), advertisement(s) or any form of media. Customer is held legally liable for the supplied content and all Content on Customer's Website, including, but not limited to, recommended content and content created by Network Solutions for a Customer's Website. Customer agrees to abide by all local, state, national, and international laws including, but not limited to, trademarks, patents and copyrights. Customer agrees to all content created by Network Solutions to be hosted on customer's website for the purposes of achieving increased search engine visibility. Customer agrees once the Services begin, additional content may be added to the site by Network Solutions and code may be adjusted to optimize for search engines. Any requested changes to graphics, text, web pages, and forms or any other requests extending outside of the scope of the project (as defined in the pricing plans) will not be included or considered without advanced payment of \$120/ hour. Customer gives Network Solutions full authority as a part of this service to create, add, delete, revise or upload content, including approved keywords, onto the Customer's site in order to optimize your site for search engines.

**7. Changes and Alterations to Customer Websites.** In order to keep your website ranking in top search engine or online positions or to develop, create and build links we prefer to have full access (read/write permissions) to your Website content as found on your Website server. This access may be provided in the form of FTP login credentials, or access credentials to a Content Management System (CMS) used on your Website. This will allow us to make any necessary changes to your site to optimize your website for search engine or online directory rankings. Ongoing access may be required if the level of service you have purchased includes regular optimization of your website over time. You agree to allow Network Solutions to perform a complete analysis of your site, including, but not limited to, its code, text and links. You further agree that Network Solutions may make adjustments as needed to enable the site, code, text or links to be located by search engines. Network Solutions will make an effort to work with you to notify you of any modifications, adjustments or additions that are made to your site during this process.

We must have the ability to optimize the layout and keyword density of your web pages. If you plan to make any significant design changes to your site within six months of your Online Marketing Services (optimization) order, you must notify Network Solutions before work commences. If Network Solutions is not notified, a charge may be applied for any update of custom pages that you make. In the event that we are not provided full FTP or CMS access to the Website server, we will



send you the content and any changes and you will be fully responsible for uploading such content and changes to your Website.

**8. Feedback.** Customer agrees to provide via email to Network Solutions approval of the keyword phrase list within a reasonable period of time (as determined by Network Solutions in its sole discretion and indicated to you in such email). If feedback is not received by Network Solutions within such time period, you agree that Network Solutions reserves the right to finalize recommended keywords and Network Solutions will not be held liable for any claims that may arise from the finalization of the keyword phrases or any additional costs required to extend the project timeline. You understand and agree that your failure to respond to the email that contains the recommended keyword phrase list within the time period outlined in the email is considered an approval of the recommended keyword phrase list thereby giving Network Solutions the authority to submit and optimize your site with such keyword phrase(s) contained on the list.

**9. Links.** You give Network Solutions full authority and rights to your website in order to develop appropriate links, including but not limited to, the text, content and placement of links on your site. You give Network Solutions the right to establish an email account on your behalf for the purpose of communicating with third parties in order to place links to your site on third party sites. You also give Network Solutions the full authority to contact third parties by any means to place links on third party sites. Customer agrees that links that are established by use of the Services on third party sites may be removed or deleted by third parties. It is Network Solutions intention when it places links on third party sites for those links to be permanently placed on such third party sites, but Network Solutions can not control the actions of third parties that may remove or delete a link that Network Solutions has placed. Customer expressly agrees that Network Solutions has no liability and no responsibility for links to a Customer's site that are removed or deleted by third parties on third party sites. Network Solutions disclaims all liability for any and all claims that may arise against Customer or a third party as a result of a link or the text of a link that is on any site on the internet or that has been placed on a site as a part of the Services. Customers understands and agrees that Network Solutions will not conduct any type of intellectual property search, including trademarks or copyrights, as a part of the Services and therefore Customer assumes all risks related to intellectual property infringement or violation of any third party's rights.

**10. Press Release Services.** The Press Release Service means the service offered by Network Solutions in creating content that is dispersed through third party press release distribution channels. As a part of the press release service for Online Marketing Services you agree to work with Network Solutions, answer any questionnaires that may be sent to you regarding your site and also permit a full analysis of your site in order for a press release to be written. Upon finalization of the press release, Network Solutions will submit the press release to certain major internet news sites and will work to distribute the press release through third parties. The press release service is dependant on various third parties and Network Solutions is not in any way responsible for the failure of these third parties to perform in their responsibilities.

#### **11. Refunds, Limitations and Guarantees.**

11.1 Due to the nature of online marketing, Network Solutions cannot offer guarantees with its Online Marketing Services or nsMarketing™ Services and, as such, all payments are nonrefundable.

11.2 For applicable optimization packages, Network Solutions will work to have your website listed in top ten listings across multiple search engines. Most engines will index your site in about three (3) months, but it takes time to gain popularity and ranking. The search engines included are: AOL®, AlltheWeb®, AltaVista, Ask.com (formerly known as AskJeeves.com), Google®, Hotbot®, Lycos®, Live.com (MSN), Netscape®, and Yahoo!®. Your selection of keyword phrases that are competitive



phrases may impact the ability for your Website to acquire top listings in all or some search engines. The web is very unpredictable and dynamic. In no event will Network Solutions will be liable for any damages, for any cause, arising from provided services, including any lost profit, lost savings, or other incidental or consequential damages, even if another party has advised Network Solutions of the possibility of such damages, or for any claim.

11.3 Any Website downtime of one day or more will impact your services as search engines may remove your listing if they cannot find your site. Cloning your Website after the promotion has been uploaded will adversely impact your Website's ability to acquire top listings in search engines because search engines penalize and ban sites for this practice. Any website that contains adult content is not eligible for Online Marketing Services.

You may need to use multiple domains for commonly misspelled versions of your domain name, or for other good domain names that you do not want your competitors to get. The only way to point multiple domains to the same website in a search engine friendly manner is through a 301 redirect. If you have purchased multiple domains and simply redirect them to the same IP address (website) without using a 301 redirect, this may be considered by some search engines to be spam because you're trying to index multiple website domain names that point to the same physical content on the server. Doing this will risk a duplicate content penalty in some search engines.

11.4 From a search engine perspective, 301 redirects are the only acceptable way to redirect URLs. If Network Solutions finds that you are not using a 301 redirect to accomplish this task, your Website may not be able to acquire top listings in search engines. Search engines will index only your site's main URL, but will transfer link popularity from the additional domains to the main one.

11.5 Network Solutions' nsMarketing™ Services do not include the paid submission fees that some search engines charge for inclusion. We are not affiliated with these submission services in any way. You may opt to pay these fees directly to the search engine for inclusion.

11.6 The press release service is not available for certain types of sites including pharmacy sites, gambling sites and adult sites. Network Solutions reserves the right to decline any or all services to any site based upon site content.

11.7 In order for Network Solutions to provide the best possible search engine optimization services, we need to work together as a team. You agree that you will let us know if you make any changes to your website pages, especially the homepage. As the entrance to your site, this page is critical. You agree to inform us of any substantial edits or changes to your site within two days. Search engine optimization fees to repair altered pages are billed at \$120 per hour.

11.8 For each press release to be generated and distributed you must initiate the Press Release Service by completing a press release questionnaire sent to you via email. If you do not provide a completed questionnaire within one year of purchasing the service, your Press Release Service will expire. If you do not initiate the Press Release Service with a completed questionnaire and cancel the Press Release Service prior to expiration, you may be eligible for a 100% refund of your Press Release Service payment. If you do not initiate the Press Release Service with a completed questionnaire and cancel the service after expiration, you may be eligible for a 50% refund on the individual retail price (at the time of purchase) of your unused press releases. We will refund all charges to the same form of billing you used for your purchase of the Press Release Service. If you have initiated the Press Release Service by completing the questionnaire at any time, all payments on that press release are non-refundable. An expired Press Release Service may be honored for fulfillment at the discretion of Network Solutions.

**12. Time Constraints.** Unless otherwise specified in writing by Network Solutions, all projects will be considered completed upon delivery of the completion notification email. Any additional work will be considered out of the scope of the initial project and subject to hourly charges.

**13. Set-up Fees.** There are set-up fees related to the Services that are non-refundable. These and other set-up fees are required as Network Solutions often must pay for services, software, hardware or labor up front as soon as a Customer purchases the Services.

**14. Additional Fees.** Customer agrees that any additional assistance with the Services will be billed by Network Solutions to the Customer at the rate of \$120/hour. Customer also agrees to pay \$120/hour for any changes, modifications, updates, and optimization alterations that exceed the scope of the project.

**15. Local Search Visibility.** In addition to the other terms of this Agreement and this Schedule O, Customers who purchase the Local Search Visibility feature of nsMarketing™ Services understand and agree that as a part of this package Network Solutions will offer applications and other related functionality that will generate or recommend keyword phrases that the Customer may consider using. Customer agrees not to abuse such applications by submitting multiple repeated requests. Network Solutions reserves the right to terminate, suspend, revoke or cancel access to these and other applications if the Customer abuses them in any way. Customer also acknowledges and agrees that Network Solutions or any of its partners do not perform any type of intellectual property search or screen on any recommended keyword phrases. Consequently, Customer accepts that it assumes all risk and liability for using recommended keyword phrases that are generated through provided applications or are otherwise recommended by Network Solutions. Network Solutions is not responsible for any claims by any parties involving Customer's use of recommended keywords that may be in violation of any third party's rights (including intellectual property rights). Customer expressly authorizes Network Solutions to submit the Customer's site and information related to such site to search engines and/or directories and to set the Customer's site for automatic re-submission to search engines and/or directories at a frequency determined by Customer updates to their information. If the submission fails due to errors in the customer's information, the Customer assumes the responsibility for correcting their information. Customer expressly understands that the list of search engines and directories to which Network Solutions submits Customer's site and information related to such site may change at any time and therefore Customer expressly authorizes Network Solutions to change search engines and/or directories for submission purposes when the need may arise. From time to time, Network Solutions may make certain search engine or online directory ranking reports available to a Customer as part of this service. Such reports may contain inaccurate or incomplete information and such reports may also not contain updated information. Network Solutions is not responsible for any errors, omissions or other issues that may arise from such reports or the submission of Customer's site to any search engine or directory. If Customer does not want Network Solutions to submit the Customer's site for any reason, Customer must notify Network Solutions by telephone and email. For any Local Search Visibility package(s), Customers on monthly payment terms will be billed the monthly fee each month in advance. This method of billing will apply to all Customers whether or not a Customer's Website is live.

## **SCHEDULE P TO NETWORK SOLUTIONS SERVICE AGREEMENT**

### **PAID ADVERTISING SERVICES (nsMarketing™)**

In addition to the terms and conditions in the General Provisions and other applicable Schedules in the Agreement, the following additional terms and conditions shall apply to any and all purchases of Paid

Advertising Service(s) ("Advertising Services") (as defined below) which may be part of the nsMarketing™ solution.

**1. Description of the Service.** For purposes of this Schedule P to the Service Agreement, the Advertising Services shall mean the services whereby Customers wishing to advertise and drive traffic to their Website(s), services or products, pay for advertisement listings (including targeted local advertising) and/or phone numbers to appear in the search results generated by Network Solutions and/or its search engine partners in response to a keyword search term and such advertising campaigns are managed, tracked and monitored via a platform that provides reports, lead and call tracking, and in some instances call recording for sales calls. Paid Advertising includes any advertising which may be categorized as Pay Per Click Services ("PPC Services"), Pay Per Impressions Services ("PPM Services"), Pay Per Action Services ("PPA Services"), and Pay Per Call Services. Advertisements managed through these Advertising Services may appear on any variety of media, including but not limited to Internet search engine results. Other media types include content networks such as online news or article sites and online video sites, as well as media such as electronic billboards, mobile devices, radio and television. Registering for the Network Solutions Paid Advertising Services does not in any way guarantee that all or any of the search terms ("keywords") submitted will be accepted by Network Solutions or a third party provider. Network Solutions reserves the right, at any time and from time to time to reject and/or remove any keywords submitted by Customers as well as grant to other clients' access to those search terms. As used in this agreement, the terms "Client", "Customer" and "You" mean you and the company or entity, which you represent. You agree that Network Solutions may exchange information pertaining to your Advertising Services with third parties including, but not limited to search engines, in order for Network Solutions to deliver such services for you.

**2. Display of Advertisement and Landing Page.** Customer agrees that it shall work with Network Solutions on all of the text, images, video, audio and other data which Network Solutions will use to comprise the advertising creative that Customer intends to have displayed through the Advertising Services ("Advertisement") as well as any related landing page(s). All such references to landing pages in this Schedule shall also include customer built landing pages by Network Solutions. Customer hereby grants to Network Solutions a non-exclusive, royalty-free, worldwide right and license by all means and in any media to use, create, reproduce, distribute, modify for technical purposes, publicly perform, publicly display and digitally perform and render such Advertisement and any corresponding landing pages and all its constituent parts across the internet and to submit such Advertisement to search engines and local listing services. Customer agrees that it shall bear all responsibility and liability for any and all claims related to the Advertisement or copy, images, video, audio, data or text that relate to the Advertisement or landing page. Customer further agrees that Network Solutions shall have no liability for any and all claims that relate to any Advertisement, landing page or copy, images, video, audio, data or text that relate to the Advertisement or landing page. You are fully responsible for the landing page(s) or the redirect website which links to your advertisements.

**3. Advertising Guidelines.** Customer acknowledges and agrees that in order for Network Solutions to maintain the integrity of the Service and the Advertising Services, Customer is subject to this Schedule P to the Service Agreement. Network Solutions may, in its sole discretion, reject, cancel or remove at any time any Advertisement from the Advertising Services for any reason without prior notice to the Customer. Network Solutions will not be liable in any way for any rejection, cancellation or removal of any Advertisement. Customer represents and warrants that: (a) it has all necessary authority to enter into this Agreement; (b) it has all necessary licenses, permits, clearances and/or rights to use the Advertisements; (c) it will comply with all applicable laws; (d) any use and display of the Advertisements shall not: (i) infringe or violate any patent, copyright, trademark, service mark,



trade secret, or other intellectual property right of a third party, including any right of privacy or publicity; (ii) violate any federal, state or local laws or regulations or foreign laws; (iii) contain material that is pornographic, obscene, defamatory, libelous, fraudulent, misleading, threatening, hateful, or racially or ethnically objectionable; (iv) be likely to result in any consumer fraud, product liability, tort, breach of contract, injury, damage or harm of any kind to any person or entity, or (v) contain viruses, Trojan horses, trap doors, back doors, worms, time bombs, cancelbots or other computer programming routines that may potentially damage, interfere with, intercept, or expropriate any system data or personal information.

**4. Non-Refundable Setup Fee and Other Fees.** Network Solutions will charge Customer a non-refundable setup fee which may vary according to the Advertising Services purchased ("Set-up Fee") as well as a monthly management fee and a monthly budget and such budget shall be determined by the Customer. Network Solutions reserves the right to waive or discount the Set-up Fee in certain limited instances at the Company's sole discretion. Network Solutions reserves the right to a mandate that a Customer must have a revolving deposit account while Network Solutions is delivering the Advertising Services. Any one-time service fees charged to your account and any initial deposit, the value of which will be credited to your account, are non-refundable. We will automatically bill your credit card, charge card, or debit card on file for each month of service in advance. All monthly accounts require a minimum of a three month commitment at sign-up.

**5. Cancellation; Termination.** Network Solutions may at any time terminate the Advertising Services, terminate this Agreement or cancel any Advertisement and/or landing page. Network Solutions will notify Customer by email of any such termination or cancellation which shall be effective immediately. Upon cancellation or termination Customer shall remain liable for any amounts due for as impressions, clicks, plays, and/or phone calls already delivered and for clicks on any Advertisements through the date of such cancellation or termination.

**6. Prohibited Uses.** Customer agrees not to: (i) generate fraudulent impressions of or fraudulent clicks on any advertisements on the Service, including but not limited to using robots or other automated query tools and/or computer generated search requests, and/or the fraudulent use of other search optimization services and/or software; (ii) advertise substances, services, products or materials that are illegal; (iii) violate any policy posted in the Acceptable Use Policy; (iv) fraudulently redirect end user including but not limited to unauthorized use of proprietary rights, copyrights, trademarks, or service marks in URLs, use of false or misleading URLs, use of "ghosting", "cloaking", and/or "doorway pages" methods; or (v) engage in any other illegal or fraudulent business practices. Network Solutions reserves the right to manually review all creative for quality and relevancy and reserves the right to refuse any Advertisement or landing page should Network Solutions or a Network Solutions affiliate determine it to be inappropriate or irrelevant for any reason whatsoever.

Advertising Services is not intended to assist You in engaging in unlawful or morally objectionable activities. Network Solutions' search engine partners reserve the right to refuse or remove any URL or web page from a search engine's index for any reason. Furthermore, Network Solutions explicitly reserves the right to refuse to sell to anybody and the right to terminate Your license or Your service if it comes to Network Solutions' attention that You are using the PPC Services to enable or otherwise enhance Your participation in objectionable activities, which include, but are not limited to, the following: spamming or churning; activities designed to undermine the validity and/or credibility of search engine results; activities designed to defame, embarrass, harm, abuse, threaten, slander or harass third parties; activities prohibited by the laws of the United States and/or foreign territories in which You live or access the Internet; activities designed to encourage unlawful behavior by others, such as hate crimes, terrorism, inappropriate behavior and child pornography; activities that are tortuous, vulgar, obscene, invasive of the privacy of a third party, racially, ethnically, or otherwise



objectionable; activities designed to impersonate the identity of a third party; or activities designed to harm minors in any way.

Network Solutions reserves the right at its sole discretion to refuse to sell the Advertising Services for the following category of sites: pharmacy, gambling and adult sites as well as any other site that may be in violation of the law. Network Solutions Advertising Services only apply to English language Websites advertising on US based search engines.

You must have an active, operational and working Website for the Advertising Services. You agree that any URL or web page you submit using the Advertising Services must resolve to an operational web page and may not resolve to a DNS error, a 404 error or other error message. Your web page must be publicly accessible without the use of passwords or other access codes. Because of the spidering technology used in many search engines, your web pages must not reside on a secure server or use any spider blocking technology. The description of your web page must be relevant to the page content.

You represent and warrant that Your URL and/or web page(s) do not infringe the intellectual property rights of any third party. You further represent and warrant that Network Solutions, its search engine and directory partners, and each of them, have the right and license under any rights or interests You may have in Your URL and/or web page(s) to publicly perform, publicly display, and distribute any search listings generated by the PPC Services, and to copy, modify or manipulate the search listings as necessary to conform to search engine or local listing standards.

**7. Use of Service.** Customer agrees to pay all applicable charges under this Agreement, including any applicable taxes or charges imposed by any governmental entity. Where applicable for PPC Services or PPM Services or PPA Services, Customer acknowledges that Network Solutions may change the minimum pricing for bids on keywords or advertising inventory at any time. If Network Solutions, in its sole discretion, believes that Customer's ability to pay timely is or becomes questionable, Network Solutions may require additional payment in advance, or may immediately stop serving and displaying Customer's Advertisements and/or landing pages.

All requested URL links, search terms and descriptions are subject to Network Solutions' approval. Network Solutions reserves the right to reject, cancel or remove any URL link, search terms and descriptions at any time for any reason whatsoever.

You agree and understand that your use of the Advertising Services and related functionality, tools, platform and technology may be subject to latency, errors, technical issues, unavailability and incorrect data and information. Also the very nature of the Advertising Services are dependant on third party services, including, but not limited to Google® and Yahoo!®, for data and information and therefore some technical issues and data errors may be outside the control of Network Solutions. You also understand and accept that your use of the Advertising Services may not result in greater sales, leads and/or Website traffic.

**8. Relevancy.** You may only submit search terms and descriptions to Network Solutions and the Advertising Services that are relevant to your Website(s) or to those web page(s) contained in your Website(s). All search terms and descriptions submitted are subject to relevancy review by Network Solutions, and are subject to removal or rejection.

**9. Trademark Searches.** Due to the volume of search terms/keywords generated through the Advertising Services such as PPC Services, Network Solutions will not perform trademark searches on search terms/keywords that it recommends. Network Solutions reserves the right to remove or delete search terms/keywords in the event that a third party demonstrates to Network Solutions that a

customer's use of a search term/keyword may infringe such third party's intellectual property rights. Network Solutions will also not perform trademark searches on Advertisements and on any landing pages that are created.

**10. Billing.** If your budget is used up on any given day, your campaign will be switched off until sufficient funds are provided for continued advertising. Because your PPC Services are managed and allocated at Network Solutions' discretion based upon an optimization strategy matching your business, you may not see your Advertisement appear on certain advertising networks or search engines at all times and your results may vary. Network Solutions activates billing for the PPC Services upon purchase. To receive ad clicks, you must have a live Website. Lack of a Website will not defer charges or fees for the PPC services.

**11. Temporarily Pausing Your PPC Ad Campaign:** PPC Services include an ongoing PPC advertising campaign that you and your Network Solutions account manager will work together to launch based on your business needs and available budget. During the course of your PPC advertising campaign, you may temporarily pause your campaign during which you will not be charged (1) a monthly management fee, or (2) your monthly budget amount. You must contact your Network Solutions PPC account manager to request to pause your PPC advertising campaign and confirm your request via email. If your campaign remains paused for more than thirty (30) days, Network Solutions reserves the right to terminate your PPC advertising campaign and account. At Network Solutions' sole discretion, Network Solutions may grant customer requests to pause a PPC advertising campaign for a period longer than thirty (30) days. You must reactivate your paused campaign by contacting your Network Solutions account manager.

**12. Reporting.** From time to time, Network Solutions may make available for Customers who have purchased the Advertising Services certain reports regarding a number of items, including, but not limited to, Customer's advertising campaigns, keywords, bids, clicks, conversions, advertisements, calls, budget allocations, return on investment for advertising campaigns, click thru rates, location of leads, etc. These reports may contain errors, omissions, inaccuracies and incomplete data and information. You agree that Network Solutions will use, when applicable, the Company's own metrics and analysis for tracking and calculating click prices delivered, applicable unit prices and all other traffic measurements and data for the Advertising Services. You understand and accept that any information and/or data provided by Network Solutions to you for your Advertising Services may be unavailable from time to time, may not be processed on a real-time basis and may be subject to the errors or latency of the internet, Network Solutions' and its third party partners' systems and search engines.

**13. Feedback.** Customer agrees to provide via email to Network Solutions approval of the keyword phrases list for the PPC Services. If feedback is not received by Network Solutions within a reasonable period of time (as determined by Network Solutions and indicated to you in the email), you agree that Network Solutions reserves the right to finalize recommended keywords and Network Solutions will not be held liable for any claims that may arise from the finalization of the keyword phrases or any additional costs required to extend the project timeline. You understand and agree that your failure to respond to the email that contains the recommended keyword phrase list is considered an approval of the recommended keyword phrase list thereby giving Network Solutions the authority to commence your advertising campaign(s) and all associated billing for the PPC Services. You agree that after the approval of the keyword phrases, Network Solutions reserves the right to restrict and/or reject subsequent changes to the keyword phrases by the Customer during the term of the PPC Services.

**14. Calls.** You give Network Solutions and its partners the express authorization to track and record certain sales calls (the "Sales Call Recording Feature") that relate to your advertising campaign as a part of the Advertising Services. You expressly understand that since these sales calls may be recorded you will seek out and receive express written authorization to record these calls from your employees prior to enabling the Sales Call Recording Feature of the PPC Services. You further agree that you will maintain records of such express written authorization and keep those records for at least one year after the authorization is provided by your employees. You further agree to provide Network Solutions a copy of the signed authorization forms, if Network Solutions requests it from you. You agree to indemnify and hold Network Solutions, Network Solutions' employees and agents harmless from any and all claims with respect to the Sales Call Recording Feature.

**15. Landing Pages.** You give Network Solutions express permission to create custom landing pages for your Website as a part of the Advertising Services and such landing pages may include some or all of the content on your existing Website along with links that relate to or are part of Advertisements. You further agree that Network Solutions may revise, edit or delete certain content in order to create a custom landing page as a part of the Advertising Services. In the creation of the custom landing pages, you understand that such custom landing pages may interact in different ways with third party functionality that relates to or resides on your Website including, but not limited to, SSL certificates and third party seals. In some instances the SSL certificate and/or third party seal(s) for a custom landing page may be suppressed and not shown in order for the custom landing page to resolve.

## **SCHEDULE Q TO NETWORK SOLUTIONS SERVICE AGREEMENT**

### **WEBSITE, ECOMMERCE & LOGO DESIGN SERVICES (Design/Develop™)**

In addition to the terms and conditions in the General Provisions and other applicable Schedules in the Agreement, the following additional terms and conditions shall apply to any and all customer purchases of Website Design Services, Ecommerce Design Services, Custom Design Services, Design/Develop™ and Logo Design Services (as defined below).

#### **1. Description of Website Design Services, Ecommerce Design Services, Custom Design Services and Logo Design Services**

1.1 Network Solutions will build a Website, Ecommerce site and/or design a logo for the Customer (hereinafter referred to as "you or the "Customer") based upon direction and input provided to us by you. The Design/Develop™, Website Design Service, Ecommerce Design Service, and the Logo Design Service may be collectively referred to as the "Design Services." Subject to the terms and conditions of this Agreement (which includes this and all other applicable Schedules) and during the term of this Agreement, Network Solutions agrees to provide to you the Design Services described on the Network Solutions Website and purchased by you during the sign-up process. Network Solutions reserves the right to amend its Design Services offerings and to add, delete, suspend or modify the terms and conditions of such Design Services, at any time and from time to time, and to determine whether and when any such changes apply to both existing and future customers.

1.2 Customer hereby grants to Network Solutions and its vendors and subcontractors all necessary rights and licenses with respect to the Customer's Website or logo created by Network Solutions in order to carry out its obligations under this Agreement and to make a reasonable number of archival or back-up copies as deemed necessary by Network Solutions. Network Solutions is not responsible for archiving documents, graphic work, physical goods or web pages created for client or documents, graphic work, physical goods or files which are mailed, email or faxed to Network Solutions. Network Solutions is not responsible for returning any files, documents or physical goods emailed, faxed or mailed to us.



1.3 The Logo Design Service is an offering whereby customers can request that Network Solutions create and design a logo (each, a "Logo Creative" or "Creative"), revise those Creatives (each, a "Revised Creative") and obtain responses (each, a "Response") to those Creatives or Revised Creatives from design experts retained by Network Solutions ("Designers"). Network Solutions will provide you, as the Customer, the service according to the package you have chosen. Your Responses will be created iteratively through a drafting cycle of Creatives, Revised Creatives and Responses, ultimately resulting in a final Response conforming to your various Creative and Revised Creatives.

1.4 The Website Design Service is an offering whereby a Customer can request that Network Solutions assist them with the design of a Website using Network Solutions Website building tools. Such tools may also include or utilize third party applications. Our Website building tools use the Joomla® software application and default templates which are subject to terms and conditions of the GNU General Public License which can be found at <http://www.gnu.org/licenses/old-licenses/gpl-2.0.html>. Additionally, we use open source plug-ins to accomplish functionality requests with Joomla! We cannot guarantee these plug-ins will be supported in all browsers or that they will continue to function if you update the Joomla version without our assistance.

1.5. The Ecommerce Design Services is an offering whereby a Customer can request that Network Solutions assist them with the design of their ecommerce site. If you purchase Ecommerce Design Services, you agree that you take full responsibility for all content suggested or supplied to Network Solutions for inclusion on web document(s), advertisement(s) or any form of media. Customer is held legally liable for the supplied content. Website

1.6. Custom Design Services. As part of the Custom product group, your design may be dictated by a Statement of Work. This level of service is an offering whereby a Customer can request that Network Solutions design and create a Website for them using sophisticated graphics, advanced layouts and other features. This level of Custom design is not based from an ImageCafe® template. The Customer will receive a custom Website designed and developed by Network Solutions. Although Network Solutions will custom design your Website, your Website may contain some features and design elements used in other Websites designed by Network Solutions. If your design falls into this group, in addition to the terms and conditions set forth in this Services Agreement and this Schedule, the Customer shall be bound by the terms of the Statement of Work which shall be prepared by Network Solutions and mutually agreed to by Customer and Network Solutions. The Statement of Work may contain, but may not be limited to, a list or description of the services our Designers will provide you as part of the Custom Design Services, a list of technical, graphic or other special features that will be incorporated into your Website, the schedule for delivery of the Final Product, applicable fees and payment schedule, and a description of any applicable cancellation fee or policy. This Statement of Work shall become a part of this Services Agreement and shall be subject to all terms and conditions of the Services Agreement.

**2. Your Obligations.** In order for Network Solutions to perform the Design Services in accordance with this Agreement, you shall be responsible for doing the following:

2.1 Providing Network Solutions with all information requested by Network Solutions as well as any custom images (including, but not limited to, design, pamphlets, brochures, logos, and other images) that the Customer wishes to use in connection with development of your Website, ecommerce site or Logo Creative.

2.2 Contacting Network Solutions promptly to make changes, modifications, and enhancements to your Website, ecommerce site, or Logo Creative starting from the date of sale.



2.3 Contacting Network Solutions promptly with notice of Customer's decision to cancel or discontinue the Design Services starting from the date of sale.

2.4 Obtaining Internet connectivity to access your Website, to send and receive email, and to otherwise access and utilize the Internet.

2.5 To the extent that Customer gathers any personal information about visitors to your Website, Customer will not share that personal information with any third party without first obtaining a visitor's consent.

2.6 Ensuring that the Website content provided by Customer does not infringe or violate the Intellectual Property rights (including, but not limited to, trademarks, trade names, copyrights, patents, domain registration rights, and trade secrets) or any other right of any third party (including, but not limited to, rights of privacy and contractual rights), and acquiring any authorization(s) necessary to use intellectual property or other proprietary information of third parties. By using the Design Services, Customer represents and warrants that any name or word submitted to be used as all or part of the URL associated with your Website does not infringe any trademark or domain name rights of any third party.

2.7 Ensuring the accuracy of materials provided to Network Solutions, including, without limitation, Website content, descriptive claims, warranties, guarantees, nature of business, and contact information for the Customer.

2.8. During any stage of the design process, a designer or project manager will be working with you to gather information to start, feedback to revise, or approval to complete your Website. Prompt response will be necessary for the project to move forward in a timely manner. If a response is not received from the client for more than 60 days, the design project is considered "abandoned" and payment is surrendered in full. Network Solutions reserves the right to charge you a fee for repeated missed consultations, repeated rescheduling of consultations related to any Website design work, and/or the reinstatement of your Website design to an active status if no response has been received from you for 30 days.

2.9. Following the timeline of activities in the ProjectCenter or those communicated to you via e-mail.

**3. Information and Content You Provide.** If you provide any information that is untrue, inaccurate, incomplete or not current, or we have reasonable grounds to suspect that such information is untrue, inaccurate, incomplete or not current, Network Solutions has the right to suspend or terminate your account and refuse any and all current or future use of the Design Services (or any portion thereof). You acknowledge that Network Solutions does not pre-screen Content, images and inventory. However, Network Solutions and its designees shall have the right to remove any Content that violates the Acceptable Use Policy. You agree that you must evaluate, and bear all risks associated with the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by Network Solutions or submitted to Network Solutions.

**4. Non-Interference By You.** Customer will use the Design Services in a manner which does not interfere with or disrupt other network users, services, or equipment, and Network Solutions reserves the right to terminate or suspend the Design Services without notice if such interference is determined by Network Solutions to exist. Such interference or disruption includes, but is not limited to:

4.1 wide-scale distribution of messages, including bulk email or unsolicited spam email, or wide-scale distribution of messages to inappropriate mailing lists, newsgroups, or other public or private forums,

4.2 propagation of computer worms or viruses, and

4.3 use of the network to make unauthorized entry to other computational, information, or communications devices or resources. This includes unauthorized security probing activities or other attempts to evaluate the security integrity of a network or host system without permission.

## **5. Unauthorized or Inappropriate Use.**

5.1 Network Solutions reserves the right to deny, terminate, or suspend Design Services without notice if, in Network Solutions' sole discretion, the Design Services are used by Customer in a manner that violates or may violate the following standards or the AUP, and Network Solutions reserves the right to reject, alter, modify, or remove Customer's website, website domain name, URL address, or any website content (including, but not limited to, any language, words, text, photographs, designs, drawings, graphics, images, symbols, or logos) which Network Solutions in its sole discretion deems to be in violation of the AUP or (i) an infringement on or a mechanism designed to facilitate the infringement of a propriety interest of any third party, including without limitation, any copyright, trademark, domain registration right, trade secret, or patent right, or (ii) stating or implying that the Website is placed by Network Solutions or any party with a contractual relationship with Network Solutions, or that such parties endorse the Customer's products or services, or (iii) pornographic or obscene.

5.2 Network Solutions neither sanctions nor permits hosted site content or the transmission of data that contains illegal or obscene material or fosters or promotes illegal activity. Network Solutions reserves the right to immediately suspend or terminate any site or transmission that violates this policy, without prior notice. In the event of such termination, Customer agrees that the unused portion of any fees Customer may have paid for any services rendered to Customer by Network Solutions are an appropriate recompense to Network Solutions for the time required to respond to and address issues created by Customer's illegal or obscene site/content, and Customer agrees not to seek recovery of those fees. Further, should Customer violate this Agreement or the AUP, Network Solutions will actively assist and cooperate with law enforcement agencies and government authorities in collecting and tendering information about Customer, Customer's website, the illegal or obscene content, and those persons that may have inappropriately accessed, acquired, or used the illegal or obscene content.

**6. Additional Indemnification Obligations.** In addition to your indemnification obligations set forth elsewhere in this Agreement, you agree to defend, indemnify, and hold harmless Network Solutions and each of its officers, directors, employees, agents, affiliates, co-branders or other partners, and employees of any of the foregoing, from, against, and in respect of: (i) any and all losses, damages or deficiencies resulting from any third party claim in connection with your Website (including, but not limited to, Website content) or the URL and (ii) all costs and expenses incident to any and all actions, suits, proceedings, claims, demands, assessments, or judgments in respect thereof regardless of the merit thereof, including reasonable legal fees and expenses (whether incident to the foregoing or to Network Solutions' enforcement of said rights or defense and indemnity).

**7. Ownership of Your Content.** With the exception of your ownership interest in the information, materials, images, photos and other content that you provide to us for inclusion in your Website, ownership interest to your Website, including, but not limited to, the HTML coding, scripting, copyrights, visual layout, appearance and design and all other intellectual property rights, shall be with Network Solutions and Network Solutions grants you a non-exclusive, revocable license to use these design elements and related applications. Network Solutions shall also have the right to display your Website on its online properties as an example of the design work Network Solutions is able to provide for its customers. With respect to Network Solution's Logo Design Services, the following terms and conditions apply to ownership rights:

Subject to your compliance with this Service Agreement, you shall own the final logo work product provided to you by Network Solutions (the "Final Product"). You shall not, however, own any materials, media or other content generated during any revision cycles leading up to the Final Product, and Network Solutions expressly reserves all right, title and interest in and to the same. You acknowledge and hereby grant to Network Solutions a royalty-free, irrevocable exclusive worldwide right to use Creatives, Revised Creatives, initial artwork concepts, website mockups, revisions, individual Responses provided to you, and the Final Product for internal and archival purposes, and in order to display, market, and promote the Network Solutions Design Services. Network Solutions retains the rights to all artwork concepts and other content not selected by you. You acknowledge that your ownership rights under this Service Agreement are limited to the Final Product, and that no trademarks or service marks in or to any Final Product are being conveyed under this Service Agreement. You hereby acknowledge that Network Solutions shall have no obligation or duty to perform trademark, service mark or copyright searches or inquiries, or the like, in order to validate the propriety or legality of the Final Product. Accordingly, you are encouraged to perform your own independent searches with regard to the Final Product. Furthermore, you acknowledge that Network Solutions shall have no responsibility or obligation of any kind to assist you in seeking state or federal intellectual property protection (i.e., without limitation, trademark or copyright registration) for the Final Product, nor shall Network Solutions be responsible for otherwise assisting you in any way in your attempt to perfect your rights in or to the Final Product.

**8. Fees and Payment Terms.** Fees for the Design Services selected by you will be on a pre-paid basis, due and payable at point of sale (meaning at the beginning of the project), unless another fee or payment structure is mutually agreed to by you and Network Solutions in writing, namely, the Statement of Work. You agree to follow the timeline set forth by Network Solutions in the Statement of Work. You agree that in the event you terminate your subscription to the Design Services prior to the completion of your Design you will be subject to a cancellation fee. If your Design has been completed and been delivered to you, you will not receive a refund of any fees paid and, in the event we have permitted you to pay on a monthly (or other payment-over-time) basis, you will be obligated to pay us for the balance of your total. . The purchase and completion of a Website design requires receipt of written content and images by you ("Content"). If insufficient Content is received we will complete your Design with placeholder content and deliver the design to you within the guidelines of our timeline. At this time you will no longer be eligible for a refund. Content submitted after timeline can be added at an hourly rate determined by Network Solutions. If you purchase a Website Design and Network Solutions has waived your initial design or set up fee or offered you a discounted set up or design fee, Network Solutions shall have the right to charge you, and you agree to permit Network Solutions to charge your credit card, up to \$250.00, should you choose to cancel the Website Design within 60 days from the date of purchase and after Website design work has started. Should you need to pause progress of your Design with Network Solutions for any reason, you may do so for 60 days, after 60 days you will be charged a restart fee for completing the work on that Design. If within 60 days of purchase you choose to cancel your Website Design you will be subject to a cancellation fee. Responses from you will be necessary for the project to move forward in a timely manner. In these situations, if a response is not received for more than 60 days, the project is considered "abandoned" and payment is surrendered in full. In addition, if you request to remove your designed Website Content from our Website builder platform, you agree to pay \$25.00 per page. Finally, Network Solutions reserves the right to charge you a fee for repeated missed consultations related to any Website design work.

**Post-Publication-Modifications to Website Design** Payment for the purchase of additional design time after the design has been published ("Modification Time") will be on a pre-paid, hourly basis, due and payable at the beginning of each Modification (and each month thereafter if purchasing



additional Modification Time). Any unused Modification Time shall not roll-over and be used in a subsequent month.

**9. Suspension and/or Termination.** If you breach any term of this Agreement including, but not limited to, this terms of this Schedule or the Acceptable Use Policy, Network Solutions may, in its sole and exclusive discretion, suspend or terminate your Design Services immediately and without notice to you. In addition to your obligation to pay any set up and applicable fees for the Design Services, Design Services fees may continue to accrue on suspended accounts and you will continue to remain responsible for the payment of any Services fees that accrue during the period of suspension.

**10. Refunds.** Refunds are not available for Design Services once you have approved your design composition and/or selected your design template. After one (1) year from the date of purchase, no refunds will be provided.

## **SCHEDULE R TO NETWORK SOLUTIONS SERVICE AGREEMENT**

### **ADDITIONAL TERMS APPLICABLE TO ECOMMERCE SERVICES (nsCommerceSpace™)**

In addition to the terms and conditions in the General Provisions and other applicable Schedules in the Agreement, the following additional terms and conditions shall apply to any and all purchases of nsCommerceSpace™ or other Ecommerce Services (as defined below).

**1. Description of Service.** Network Solutions may make available for purchase, from time to time, a variety of ecommerce packages or nsCommerceSpace™ solutions, stand-alone Ecommerce services, optional add-on ecommerce services and ecommerce software, as published on the Network Solutions website (collectively, "Ecommerce Services"). The Ecommerce Services include, but are not limited to, shopping cart functionality, ecommerce templates, storefront design, support and hosting, order and payment processing, inventory and product tracking and management, Website analytical tools and data integration using MonsterBooks and/or MonsterDataPort. Network Solutions reserves the right to amend its Ecommerce Services offerings and to add, delete, suspend or modify the terms and conditions of the Ecommerce Services, at any time and from time to time, and to determine whether and when any such changes apply to both existing and future customers.

**2. Software License and Proprietary Rights.** During the term of this Agreement, Customer will have a limited, revocable, non-transferable and non-exclusive license for Customer to use the Ecommerce Services, including but not limited to any software, and related documentation solely for Customer to provide business related services over the internet that are consistent with the terms and conditions of this Agreement as well as any applicable state, federal, or international law. Customer agrees that Customer and its agents will not: (a) sell, lease, transfer, license or sublicense the Ecommerce Services; (b) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Ecommerce Services in any way for any reason; (c) provide, disclose, divulge or make available to, or permit use of the Ecommerce Services by any third party; (d) copy or reproduce all or any part of the Ecommerce Services (except as expressly provided for herein); (e) interfere, or attempt to interfere, with the Ecommerce Services in any way; (f) engage in spamming, mail bombing, spoofing or any other fraudulent, illegal or unauthorized use of the Ecommerce Services; (g) knowingly introduce into or transmit through the Ecommerce Services or any other services any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design; (h) remove, obscure or alter any copyright notice, trademarks or other proprietary rights notices affixed to or contained within the Ecommerce Services; (i) engage in or allow any action involving the Ecommerce Services that is inconsistent with the terms and conditions



of this Agreement; or (j) cause, assist or permit any third party to do any of the foregoing. No right, title or interest of intellectual property or other proprietary rights in and to the Ecommerce Services and/or other products, services or software made available under this Agreement is transferred to Customer hereunder. Network Solutions, its wholly-owned subsidiaries and affiliates and its Third Party Licensors (as defined below) retain all right, title and interests, including, without limitation, all copyright, trade secret, intellectual property and other proprietary rights in and to the Ecommerce Services and/or other products, services or software provided under this Agreement.

**3. Audit Rights.** If a customer has purchased any Network Solutions software or has obtained FTP access to the Network Solutions software or other Ecommerce Services, Network Solutions shall have the right, during the term of this Agreement and for a period of six (6) months thereafter to access Customer's location and files to inspect Customer's or your agent's use of the Ecommerce Services, as well as computers and equipment used in connection therewith. Customer shall cooperate fully with any such audit or inspection. In the event that any audit shows any misuse, violation or breach of the Ecommerce Services or this Agreement, Network Solutions shall be entitled to pursue any remedies available to it under this Agreement or otherwise at law or in equity, and to or suspend, revoke, or terminate Ecommerce Services if you are still a Network Solutions customer.

**4. Availability, Downtime and General Services.** In addition to the provisions in Sections 7 and 8 of this Agreement, the parties acknowledge that since the Internet is neither owned nor controlled by any one entity, Network Solutions makes no guarantees that any given user will be able to access the Ecommerce Services at any given time. Network Solutions shall not be liable to Customer for failure of accessibility to the Ecommerce Services or any potential or actual losses that Customer may suffer from Customer's inability to access or use the Ecommerce Services or your customer's inability to access any websites that may be supported or hosted by Ecommerce Services. Network Solutions provides all Ecommerce Services and any software related to those services to the Customer on an "as is" basis and does not guarantee that the Ecommerce Services or any related software has no errors, defects or bugs or will function properly. Customer agrees that Network Solutions is not responsible in any way for any malfunction or downtime in the Ecommerce Services or related software and any damage, injury or lost profits that may arise from such malfunction or downtime. Network Solutions makes no guarantee that the Ecommerce Services that the Customer purchases will operate seamlessly and without error with Customer's own hardware, software or other services (including third party products) that Customer currently uses. Network Solutions makes no guarantees regarding system uptime, including but not limited to, the uptime for hosting a Customer's store(s) on Network Solutions or third party systems. From time to time, and as may be necessary to maintain such systems and Network Solutions hardware, Network Solutions reserves the right to take its servers and other hardware offline for repairs, upgrades or routine maintenance. Customer agrees and understands that Network Solutions Ecommerce Services, including the hosting of a Customer's store, may be dependant on third party services that Network Solutions can not control. Customer expressly agrees that the availability of those third party services may impact Customer's Ecommerce Services and therefore does not hold Network Solutions liable for any actions of a third party that may adversely impact Customer's Ecommerce Services. Any uptime calculation or percentage that is provided as a part of the Ecommerce Services does not include routine maintenance, unexpected downtime caused by network issues or third party vendors, and occurrences that are outside the control of Network Solutions, including but not limited to the Force Majeure occurrences that are outlined in Section 27 of General Provisions of this Agreement.

**5. Restrictions on Use.** You agree that you will not exceed the bandwidth or storage space limits applicable to the Ecommerce Services purchased, as set forth on our Website. You agree that if you do exceed either of such limits, Network Solutions, in its sole and exclusive discretion, may immediately take corrective action, including, but not limited to, billing plan adjustment and/or

upgrade, assessment of additional fees and/or suspension and/or termination of your Ecommerce Services. You agree that if your bandwidth and storage space usage adversely affects other customers on our shared Ecommerce platform, Network Solutions may adjust your billing plan and/or suspend or terminate your Ecommerce Services with out liability. You agree that Network Solutions will have no liability to you or any of your end users due to any corrective action that Network Solutions may take and that you will not be entitled to a refund of any fees paid in advance prior to the corrective action.

**6. Data Transfer Overage Charges** You agree that you will not exceed the data transfer (bandwidth) or storage space limits applicable to the Ecommerce Services purchased, as set forth on our Website. You agree that if you do exceed either of such limits, Network Solutions, in its sole and exclusive discretion, may immediately take corrective action, including, but not limited to, billing plan adjustment and/or upgrade, assessment of additional fees and/or suspension and/or termination of your Ecommerce Services. You agree that Network Solutions will have no liability to you or any of your end users due to any corrective action that Network Solutions may take and that you will not be entitled to a refund of any fees paid in advance prior to the corrective action.

**7. Bandwidth Fees.** Bandwidth overage fees will be incurred for each Gigabyte (GB) of usage over your allotted nsCommerceSpace™ plan amount. The fees are applied by the following scale:

Bandwidth Overage (GB)	Per GB
6 - 10	\$ 1.50
11 - 24	\$ 3.50
25 - 60	\$ 5.00
61 - 100	\$ 7.50

Excess bandwidth usage cannot be purchased by you in advance. If you exceed your data transfer limit in the last 24 hours of any given month, Network Solutions will not charge you additional fees so long as the data transfer overage does not exceed 25GB. For nsCommerceSpace™, you agree that Network Solutions may automatically charge your credit card for the bandwidth overage fees. You may opt-out of automatic charges to your credit card by contacting Customer Service. If you opt out of the automatic overage charges, you risk account suspension if you exceed your allotted amount.

**8. Terms and Conditions of Network Solutions' Licensors.** Customer acknowledges and agrees that the Ecommerce Services are provided, in some cases, by third party Licensors to Network Solutions (hereinafter "Third Party Licensors"). For all Ecommerce Services that are provided by Third Party Licensors to Network Solutions, Customer agrees with and shall abide by all Third Party Licensor terms and conditions, if any. Such Third Party Licensor terms and conditions are available upon request (the "Additional Terms and Conditions"). Any Additional Terms and Conditions are in addition to and supplement the terms and conditions provided in this Agreement. Customer acknowledges and agrees that it will be subject to all Additional Terms and Conditions and that all such Additional Terms and Conditions shall be incorporated into this Agreement, to the extent those Additional Terms and Conditions do not conflict with the terms and conditions of this Agreement, as if set forth fully herein. Customer further agrees that it will be subject to all Additional Terms and Conditions where Customer elects to add services to its Ecommerce Services package.

**9. Changes to Network Solutions Licensors.** Customer acknowledges that Network Solutions may, at its sole discretion, change any Third Party Licensors that provide services under this Agreement, or add or delete discrete services from the Ecommerce Services. In the event that Network Solutions changes Third Party Licensors, Network Solutions may provide Customer with notification of

changes in Third Party Licensors and refer Customer to information posted on Network Solutions' website relative to that change which shall become Additional Terms and Conditions for the purposes of this Agreement.

**10. Consultation.** Any tutorial that is provided on a 60-minute basis as a part of the Ecommerce Services is for information purposes only. These tutorials are one time only and if the tutorial is cut short for any reason by you prior to the end of the 60-minute session no continuation of the tutorial is permitted. Network Solutions has the right to terminate the tutorial at the end of the 60-minute session. Network Solutions may also terminate any tutorial if a Customer is abusive, makes threats, indicates that the Customer is involved in unlawful activity or poses a risk in any way to Network Solutions.

**11. Refund.** Refunds for certain Ecommerce Services are only provided in limited instances and only within the first 30 days from Customer's purchase of the services. Such refunds are only permitted where the Customer has taken all actions consistent with this Agreement and has not taken any action that would void the 30-day trial offer. Refunds will not include a processing fee that all Customers must pay.

## SCHEDULE S TO NETWORK SOLUTIONS SERVICE AGREEMENT

### MESSAGEGUARD®

In addition to the terms and conditions in the General Provisions and other applicable Schedules in the Agreement (including, but not limited to, Schedule H related to the Email Services), the following additional terms and conditions shall apply to the MessageGuard® Services (as defined below).

#### 1. Description of Service.

- a. For Subscribing Users of MessageGuard Service. Network Solutions is providing current subscribers of the MessageGuard Service with software and/or other services that provide the ability to encrypt and decrypt electronic messages and attachments thereto ("MessageGuard Service").
- b. For Non-Subscribing Users of MessageGuard Service. Network Solutions is providing non-subscribing users with access to the MessageGuard Service to decrypt messages from current MessageGuard Service subscribers and allow non-subscribing MessageGuard Service users to encrypt a limited response (non-subscribing MessageGuard Service users will not be able to send an encrypted response to any email address not included in the original encrypted message, nor will the non-subscribing MessageGuard Service user be able to include an attachment to the encrypted response). The non-subscribing MessageGuard Service user's ability to use the MessageGuard Service is conditioned upon the non-subscribing MessageGuard Service user having Internet web access and the ability to support specific secure web sessions including, but not limited to, a compatible Secure Sockets Layer.
- c. Equipment and Compatibility Requirements. You must: (a) provide all necessary compatible equipment and software including, but not limited to, equipment and software that supports a compatible electronic mail service; and (b) provide for your own connection to the Internet and pay any service fees associated with such connection.
- d. Further Access and Usage Limits. Network Solutions, at any time and in its sole discretion, may restrict or modify: (a) the size of an electronic message that the MessageGuard Service will encrypt or decrypt; and (b) the number of recipient decryptions (i.e. the number of times a recipient decrypts your encrypted message) for the messages you encrypt with the MessageGuard Service in a given time period. Network Solutions, at any time and in its sole discretion, may further restrict or modify the MessageGuard Service's ability to encrypt and



decrypt messages in order to maintain the quality of our services and to protect our computer systems. Network Solutions, in its sole discretion, will determine whether or not your use of the MessageGuard Service is consistent with this Agreement and any Network Solutions operating rules or policies, and may suspend or terminate your access to the MessageGuard Service if your usage is found to be inconsistent with this Agreement or such rules or policies. The MessageGuard Service is subject to unscheduled outages that will impact your ability to use the MessageGuard Service. Network Solutions will use commercially reasonable efforts to restore the MessageGuard Service after any unscheduled outages.

- e. **Disclaimer of Malware, Viruses and Spam.** Network Solutions makes no representations or warranties that any virus, spam or malware detection service or software will be able to access the electronic messages that you encrypt or decrypt with the MessageGuard Service. You acknowledge and agree that the MessageGuard Service (or any other encryption technology) may significantly or completely disable the effectiveness of any spam, computer virus or malware detection software or service, and that Network Solutions is not responsible or liable to you or any third party with respect to our MessageGuard Service, your receipt of SPAM, computer viruses and/or malware, or the transmission of viruses or malware to your or connected computer systems, networks and/or email programs.
- f. **Limitation on Encryption Technology.** You acknowledge and agree that the MessageGuard Service is not guaranteed to be one hundred percent (100%) effective or error free and may permit unauthorized access to electronic mail messages and files that have been encrypted or decrypted by the MessageGuard Service. You acknowledge and agree that Network Solutions shall have no liability to you or any third party with respect to our MessageGuard Service, your failure to send or receive an encrypted electronic message or attachment, or the unauthorized access to your or your intended recipients' encrypted electronic messages or attachments.

2. **Privacy.** You acknowledge and agree that nothing will preclude Network Solutions from monitoring, editing or disclosing the contents of your encrypted electronic messages with third parties if Network Solutions is required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the law or comply with legal process served on Network Solutions; (b) protect and defend the rights or property of Network Solutions; (c) determine if you are violating the Agreement or the Acceptable Use Policy; or (d) act under exigent circumstances to protect the personal safety of our customers or the public. You acknowledge and agree that certain technical processing may be required to encrypt and decrypt electronic messages and their content. Furthermore, you acknowledge and agree that Network Solutions' current privacy policy incorporated herein and made part of this Agreement by reference (posted and maintained at <http://www.networksolutions.com/help/index.jsp?viewpage=category.php%3Fid%3D89>) ("Privacy Policy") is applicable to your contact information and that this Schedule's Section 2 does not modify or amend the Privacy Policy.

3. **Your Conduct.** You acknowledge and agree that you will be deemed to be in violation of the Acceptable Use Policy if you use the MessageGuard Service to encrypt messages that contain: SPAM; computer viruses; malware; illegal or unlawful content; threatening, libelous, obscene, harassing or offensive material; or content that infringes the intellectual property of a third party. You acknowledge and agree that you will be deemed to be in violation of the Acceptable Use Policy if you use the MessageGuard Service in any manner that: (a) violates the Agreement; (b) is in conjunction with or assists the furthering of a prohibited use of Network Solutions' services as described in the Acceptable Use Policy; (c) is in conjunction with or assists the prevention, delay, or circumvention of detecting the prohibited use of Network Solutions' services as described in the Acceptable Use Policy; or (d) is in conjunction with or assists in the use of a service provided by another party and the use of that other service would violate the Acceptable Use Policy if that service were provided by Network Solutions.



4. Indemnification by You. In addition to your other obligations of indemnification under this Agreement, you agree to indemnify, defend and hold harmless Network Solutions, its parent and subsidiary companies, and their respective officers, directors, members, shareholders, affiliates, agents, employees and assigns from and against any and all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, relating to or arising out of your use of the MessageGuard Service to encrypt and decrypt electronic messages including, but not limited to, claims made against Network Solutions due to your use of the MessageGuard Service to encrypt messages that contain: SPAM; computer viruses; malware; illegal or unlawful content; threatening, libelous, obscene, harassing or offensive material; or content that infringes the intellectual property of a third party.

5. Proprietary Rights. The MessageGuard Service is protected by copyright laws and international treaty provisions, as well as other intellectual property laws and treaties. All right, title and interest in and to the MessageGuard Service, including but not limited to copyrights, patent rights, trade secrets and other intellectual property rights, are owned by Network Solutions or its suppliers. All copies and portions of the MessageGuard Service, in any form, belong to Network Solutions or its suppliers, which retain all rights not expressly granted herein. Nothing in this Agreement constitutes a waiver of Network Solutions' rights under United States copyright law or any other law.

6. License. Network Solutions grants you a limited, non-exclusive, non-transferable, revocable license to use the MessageGuard Service subject to the terms and restrictions set forth herein ("License"). No license is granted with respect to any rights to patents, copyrights, trade secrets, trademarks, or any other rights in respect to the MessageGuard Service. You may not re-distribute or sublicense the MessageGuard Service.

7. Other Restrictions. You acknowledge and agree that you may not rent, lend, lease or distribute the MessageGuard Service. You acknowledge and agree that you may not alter, modify or adapt the MessageGuard Service or reverse engineer, decompile, disassemble, or create derivative works from the MessageGuard Service, or allow a third party to do any of the foregoing, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation or by this License. If you are a European Union ("EU") resident, information necessary to achieve interoperability of the MessageGuard Service with other programs within the meaning of the EU Directive on the Legal Protection of Computer Programs is available to you upon written request. Network Solutions may terminate this License if you fail to comply with any of its terms and conditions. In such event, you must destroy all copies of the MessageGuard Service or any portion thereof.

8. Export Restrictions. You acknowledge and agree that the MessageGuard Service is subject to the export control laws and regulations of the United States, including but not limited to the Export Administration Regulations ("EAR"), and sanctions regimes of the U.S. Department of Treasury, Office of Foreign Asset Controls. You will comply with these laws and regulations. You shall not, without prior U.S. government authorization, export, reexport, or transfer the MessageGuard Service, either directly or indirectly, to any country subject to a U.S. trade embargo (currently Cuba, Iran, North Korea, Sudan, and Syria) or to any resident or national of any such country, or to any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce or the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury. In addition, the MessageGuard Service may not be exported, reexported, or transferred to an end-user engaged in activities related to weapons of mass destruction. Such activities include but are not necessarily limited to activities related to: (1) the design, development, production, or use of nuclear materials, nuclear facilities, or nuclear weapons; (2) the

design, development, production, or use of missiles or support of missiles projects; and (3) the design, development, production, or use of chemical or biological weapons.

9. United States Government. If the MessageGuard Service is accessed or used by any agency or other part of the U.S. Government, you and the U.S. Government acknowledge that (i) the MessageGuard Service and accompanying materials constitute "commercial computer software" and "commercial computer software documentation" under paragraphs 252.227.14 and 252.227.7202 of the DoD Supplement to the Federal Acquisition Regulations ("DFARS") or any successor regulations, and the Government is acquiring only the usage rights specifically granted in this License; (ii) the MessageGuard Service constitutes "restricted computer software" under paragraph 52.227-19 of the Federal Acquisition Regulations ("FAR") or any successor regulations and the government's usage rights are defined in this License and the FAR.

10. Termination by Network Solutions. You acknowledge and agree that, in addition to its ability to terminate your subscription, license and/or use of the MessageGuard Service pursuant to the Agreement, Network Solutions has the right to terminate immediately your subscription, License and/or use of the MessageGuard Service if Network Solutions has a good faith belief that your use of MessageGuard services is in a manner that: (1) may be fraudulent or unauthorized; (2) may subject Network Solutions to a claim by a third party; (3) may violate any law, Network Solutions' policy, or the Agreement (including this Schedule); (4) may violate any right of a third party; or (5) may subject Network Solutions to receive a complaint from a third party that you are violating any law, Network Solutions' policy, the Agreement and its applicable schedules (including, but not limited to, this Schedule), or any right of a third party.

11. Limitation of Liability/Disclaimer of All Warranties: IN ADDITION TO YOUR ACKNOWLEDGEMENT AND AGREEMENT TO THE LIMITATION OF LIABILITIES AND DISCLAIMER OF WARRANTIES CONTAINED IN THE AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT NETWORK SOLUTIONS IS NOT RESPONSIBLE OR LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONTENT CONTAINED IN MESSAGES OR FILES ENCRYPTED BY THE MESSAGEGUARD SERVICE INCLUDING, BUT NOT LIMITED TO: SPAM; COMPUTER VIRUSES; MALWARE; ILLEGAL OR UNLAWFUL CONTENT; THREATENING, LIBELOUS, OBSCENE, HARASSING OR OFFENSIVE MATERIAL; OR ANY CONTENT THAT INFRINGES A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. YOU ACKNOWLEDGE AND AGREE THAT NETWORK SOLUTIONS IS NOT RESPONSIBLE OR LIABLE TO YOU OR ANY THIRD PARTY FOR THE TRANSMISSION OF VIRUSES OR MALWARE TO YOUR OR ANY CONNECTED OR RELATED COMPUTER SYSTEMS, NETWORKS AND/OR EMAIL PROGRAMS. YOU ACKNOWLEDGE AND AGREE THAT NETWORK SOLUTIONS SHALL HAVE NO LIABILITY TO YOU OR ANY THIRD PARTY WITH RESPECT TO YOUR USE OF THE MESSAGEGUARD SERVICE, YOUR FAILURE TO SEND OR RECEIVE AN ENCRYPTED ELECTRONIC MESSAGE OR ATTACHMENT, OR THE UNAUTHORIZED ACCESS TO YOUR OR YOUR INTENDED RECIPIENTS' ENCRYPTED ELECTRONIC MESSAGES OR ATTACHMENTS. YOU AGREE THAT YOUR USE OF NETWORK SOLUTIONS' MESSAGEGUARD SERVICE IS SOLELY AT YOUR OWN RISK. YOU AGREE THAT ALL OF SUCH SERVICES ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS. NETWORK SOLUTIONS AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER NETWORK SOLUTIONS NOR ITS LICENSORS MAKE ANY WARRANTY THAT THE MESSAGEGUARD SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE MESSAGEGUARD SERVICE WILL BE

UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE MESSAGEGUARD SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. YOU ACKNOWLEDGE AND AGREE THAT NETWORK SOLUTIONS' ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO THE MESSAGEGUARD SERVICE PROVIDED UNDER THIS AGREEMENT AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNT YOU PAID FOR THE MESSAGEGUARD SERVICE DURING THE TERM OF THIS AGREEMENT.

## **SCHEDULE T TO NETWORK SOLUTIONS SERVICE AGREEMENT**

### **ADDITIONAL TERMS APPLICABLE TO WATCHDOG® SECURITY SERVICES (nsProtect™ Safe)**

#### **1. Application of Terms**

In addition to the terms and conditions set forth in this Service Agreement, the following additional terms shall apply to the Subscription Service(s) (as defined herein) for the nsProtect™ Safe services (formerly "Watchdog®") you use, access or purchase (collectively "use") from Network Solutions.

#### **2. Definitions and Interpretations**

2.1 In this Agreement, unless the context requires otherwise, the following terms and expressions shall have the following meanings:

"Confidential Information" means all material, data, systems and other information concerning the operation, business, projections, market goals, financial affairs, products, services, customers and intellectual property rights of Network Solutions that is not accessible or known to the general public. Confidential Information shall include, but not be limited to, any information which concerns technical details of operation of any of the Network Solutions services and products offered hereunder.

"Effective Date" means the date when Network Solutions receives the Subscriber's request for Subscription Service set out in the Enrollment Form and sent to Network Solutions via the online registration process;

"Enrollment Form" means an electronic form on Network Solutions' Website completed by the Subscriber by providing the Subscriber Data and which identifies the requirements for the Subscription Service;

"Issue Date" means the date of issue of a nsProtect™ Safe Site Seal to the Subscriber after a successful Website vulnerability scan;

"Performance Monitoring Services" means the Network Solutions program which monitors the availability and performance of a Subscriber's Website by downloading the specified Web page on a periodic basis from locations around the world. This service will also include alerts via email or text message that may be sent on occasion to a Subscriber if the Web page is not available or if the download is slow. Weekly reports will also be available or be sent to Subscriber regarding overall performance of the Web page.



"Site Seal" shall mean a hyperlinked graphic provided by Network Solutions to a Subscriber for display on the Subscriber's Website that certifies to visitors to a Subscriber's Website that the Website has been scanned for vulnerabilities. When visitors click on the Site Seal, it generally will indicate the date and time of the last successful vulnerability scan;

"Subscriber" means the entity or organization named on the Enrollment Form during the online registration process or the Customer as defined in this Service Agreement;

"Subscriber Data" means information about the Subscriber required by Network Solutions to provide the Subscription Service, including without limitation, the information which must be provided by the Subscriber on the Enrollment Form during the online registration process and updated as such information changes;

"Subscription Services" means the provisioning of the nsProtect™ Safe services, which includes the Vulnerability Scanning Services, Performance Monitoring Services and the provision of a Site Seal, and related services as described in this Agreement;

"Subscription Service Period" means the time period during which your account subscription shall be active commencing on the date of your registration for the subscription.

"Third Party Data" means data, information or any other materials (in whatever form) not owned or generated by or on behalf of the Subscriber;

"Vulnerability Scanning Services" means the Network Solutions program which scans a Subscriber's Website on a periodic basis to detect whether vulnerabilities exist. An alert via email or text message will generally be sent by Network Solutions to Subscriber if a severe vulnerability is detected. Reports will be provided in the Subscriber's Account Manager detailing certain detected vulnerabilities and the level of severity for such vulnerabilities.

### **3. Provisioning the Subscription Service**

3.1 Provided that Network Solutions is able to validate, to its satisfaction, the Subscriber Data, and that Network Solutions accepts a Subscriber's application for the Subscription Service (as such application is set out in the Enrollment Form), Network Solutions shall provide to the Subscriber the Subscription Service in accordance with the terms of this Agreement. Notwithstanding the foregoing, Network Solutions reserves the right to refuse a Subscriber's application at its sole discretion and for any reason. You expressly agree that as a part of the Subscription Service, you give Network Solutions full authorization to scan your Website from anywhere in the world in order to monitor such Website's performance, including, but not limited to the uptime/downtime and download time for the Website and also to monitor the Website for vulnerabilities. You also agree to take any necessary steps to communicate to your hosting provider (if other than Network Solutions) that you have authorized Network Solutions to conduct such scans and request that your hosting provider permit these scans to occur unimpeded. If your hosting provider refuses to permit Network Solutions to scan your Website, Network Solutions may not be able to perform the necessary scan of your Website.

3.2 The Subscription Services only serve as a passive conduit to identify, report and deliver the fix recommendations for various performance problems and avenues of insecurity or vulnerability in your Website. While the detailed post scanning reports may contain recommended fix steps and links to possible solutions if performance problems and/or vulnerabilities are detected on your system, the Subscription Services do not, and are not intended to, fix, remedy, prevent, or eliminate such problems, vulnerabilities and/or other insecurities. You are solely and ultimately responsible for your Website's performance and securing and protecting your Website. You are also solely responsible for



taking appropriate steps and all necessary actions to fix, remedy, prevent or eliminate any performance or vulnerability issues with your Website and Network Solutions shall have no liability for any recommended steps that Network Solutions offers as a part of any report provided to you. Network Solutions shall have no responsibility or liability for any vulnerabilities or performance issues that are detected or that are not detected on your system. Network Solutions shall in no way be responsible for fixing, remedying, preventing, or eliminating any problems, vulnerabilities or other insecurities on your system or your Website.

3.3 Upon successful validation of your Domain Name, you will receive the automatic, daily vulnerability scans and the performance monitoring of the selected IP address(es). If your IP address passes the vulnerability scan, you will be permitted to display the nsProtect™ Safe Site Seal on the Website associated with such IP address. If at any time the IP address fails the vulnerability scan, you will be given 7 further scheduled scan attempts (or 7 days) to fix the problem from the time of the first failed test. During this time, you are permitted to continue displaying the nsProtect™ Safe Site Seal on the Website. If the problem is not fixed within this 7 day period, Network Solutions may revoke or suspend the nsProtect™ Safe Site Seal.

3.4 You acknowledge and agree that Network Solutions may, in its sole and absolute discretion, modify, limit, remove, or alter the services as it sees fit. Scans, monitoring, verification, and authentications performed by the Subscription Services and reports/emails that are part of the Subscription Services may be removed, modified, or updated by Network Solutions at any time without notice. You expressly agree that Network Solutions shall have no liability to you or any third parties for taking such action as identified in this provision.

3.5 You acknowledge and agree that any and all reports that Network Solutions provides to you as a part of the Subscription Services may contain inaccurate and incomplete information as to performance and/or vulnerability issues or proposed fixes and remedies for your Website.

#### **4. Use of the Subscription Service**

4.1 The Subscription Service is provided by Network Solutions for the Subscriber's own use and the Subscriber hereby agrees not to resell or attempt to resell (or provide in any form whether for consideration or not) the Subscription Service (or any part of it) to any third party and shall not allow any third party to use the Subscription Service without the prior written consent of Network Solutions.

4.2 The Subscriber shall:

4.2.1 Use or access the Subscription Service only in conjunction with the Software or other software that may be provided by Network Solutions from time to time or specified by Network Solutions to be appropriate for use in conjunction with the Subscription Service.

4.2.2 Be responsible, at its own expense, for access to the Internet and all other communications networks or third party services (if any) required in order to use the Subscription Service and for the provision of all computer and telecommunications equipment and software required to use the Subscription Service except where expressly provided otherwise herein;

4.2.3 Obtain and keep in force any authorization, permission or license necessary for the Subscriber to use the Subscription Service save where Network Solutions expressly agrees to obtain the same under the terms of this Agreement; and

4.2.4 Take all reasonable precautions to prevent any violation of, loss of control over, or unauthorized disclosure of Confidential Information relating to the Subscription Service.

## **5. License of Subscription Service Technology**

5.1 Network Solutions grants to the Subscriber a revocable, non-exclusive, non-transferable personal license to use any Site Seals provided to Subscriber by Network Solutions in accordance with the Subscription Service and any manuals or other documents relating to the above insofar as is necessary for the Subscriber to utilize the Subscription Service. The Subscriber shall not copy or decompile, enhance, adapt or modify or attempt to do the same to the Site Seals, or any documents or manuals relating to the same, without Network Solutions' prior written consent.

## **6. Revocation or Suspension**

6.1 Subscriber agrees that Network Solutions reserves the right to revoke or suspend a Subscriber's Site Seal or the Subscription Services in the event that Network Solutions believe that:

6.1.1 a Subscriber's Site Seal has not been issued in accordance with the policies set out on the Network Solutions Website;

6.1.2 the Subscriber has requested that its Site Seal be revoked, terminated or suspended;

6.1.3 Subscriber has violated the provisions of this Agreement, Network Solutions Acceptable Use Policy or any legal or administrative rule;

6.1.4 the Subscriber Data is no longer correct or accurate, save that Network Solutions has no obligation to monitor or investigate the accuracy of Subscriber Data after the Issue Date of that Site Seal;

6.1.5 a third party complaint about the Subscriber or a threat of litigation against the Subscriber or Network Solutions; or

6.1.6 the Subscriber has used the Subscription Service with third party software not authorized by Network Solutions for use with the Subscription Service; and Network Solutions may, at its sole discretion, after revocation of a Site Seal, reissue a Site Seal to the Subscriber or terminate this Agreement in accordance with the provisions of section 15 herein.

6.2 The Subscriber agrees to discontinue all use of the Subscriber's Site Seal if the Subscriber's Site Seal is revoked in accordance with this Agreement, the Subscription Service Period expires, this Agreement is terminated, or any of the information constituting the Subscriber Data ceases to remain valid or correct or otherwise changes.

## **7. Subscriber Data**

7.1 Subscriber acknowledges that in order to provide the Subscription Service the Selected Subscriber Data shall be embedded in the Subscriber's Site Seals and the Subscriber hereby consents to the disclosure to third parties of such selected Subscriber Data held therein.

7.2 Subscriber hereby grants Network Solutions permission to examine, evaluate, process and in some circumstances transmit to third parties located outside the United States the Subscriber Data insofar as is reasonably necessary for Network Solutions to provide the Subscription Service.

7.3 Subscriber acknowledges that Network Solutions has the right to gather information regarding the Subscriber's use of the Network Solutions account or services to guarantee the proper use of the licenses granted by this Agreement.

## 8. Subscriber Warranties and Representations

### 8.1 The Subscriber warrants, represents and undertakes that:

8.1.1 all Subscriber Data is, and any other documents or information provided by the Subscriber are, and will remain full and accurate and will not include any information or material (or any part thereof) the accessing or use of which would be unlawful, contrary to public interest or otherwise likely to damage the business or reputation of Network Solutions in any way;

8.1.2 you have obtained all licenses and consents necessary to fully perform its obligations under this Agreement;

8.1.3 you will not use the Subscription Services for any purpose that is unlawful or is prohibited by these terms, conditions, and notices. You agree to comply with all rules applicable to you in your use of the Subscription Services, including all applicable local, state, national, and international laws and regulations (including without limitation those governing account collection, export control, consumer protection, unfair competition, anti-discrimination of false advertising). You agree: (1) not to use the Subscription Services for illegal purposes; (2) not to interfere or disrupt networks connected to the Subscription Services; (3) to comply with all regulations, policies and procedures of networks connected to the Subscription Services; (4) not to use the Subscription Services to infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (5) to not attempt to gain unauthorized access to other computer systems; and (6) to not interfere with another subscriber's use and enjoyment of the Subscription Services or another entity's use and enjoyment of similar services. If you violate any of these terms, your permission to use the services automatically terminates;

8.1.4 you will not, directly or indirectly, (1) reproduce, sell, lease, rent, transfer or exploit for any commercial purposes any portion of the Subscription Services; (2) modify the nsProtect™ Safe logo in any form, change the data contained within the nsProtect™ Safe logo or change its size; (3) use or display the nsProtect™ Safe logo in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to Network Solutions or in a manner that impairs the rights of Network Solutions in its trademarks or logos; or (4) represent that Network Solutions guarantees your products or services; and

8.2 Subscriber shall promptly disclose in writing to Network Solutions anything that constitutes a breach of, or is inconsistent with, any of the warranties and representations in section 8.1. Subscriber agrees to update the Subscription Data provided during the registration process as such information changes. Subscriber acknowledges and agrees that any information provided that is untrue, inaccurate, or incomplete can result in the immediate suspension or termination of all rights granted herein in Network Solutions' sole and absolute discretion. If Network Solutions ever finds any information provided to be untrue, incomplete, or inaccurate or has reason to believe that any information may be untrue, incomplete, or inaccurate, then Network Solutions, in its sole and absolute discretion, may suspend or terminate your account and refuse and all future use of the services of Network Solutions.

8.3 The Subscriber agrees not to make any representations regarding the Subscription Service to any third party.

8.4 Subscribers acknowledge that they are conducting their transactions over the Internet. Network Solutions provides its services on the Internet and, as such, they are subject to the operation of the Internet and the telecommunications infrastructures as well as the operation of your Internet connection services, all of which are beyond the control of Network Solutions.

## 9. Termination

If this Agreement is terminated by Network Solutions for any reason, Network Solutions may (in the event that a Subscriber's Site Seal has not already been revoked) revoke the Subscriber's Site Seal without further notice to the Subscriber and the Subscriber shall pay any amounts due to Network Solutions under this Agreement. Network Solutions shall have no obligation to refund any payment by the Subscriber to Network Solutions in the event of any termination of this Agreement. YOU FURTHER AGREE THAT UNDER NO CIRCUMSTANCES WILL NETWORK SOLUTIONS BE LIABLE TO THE SUBSCRIBER FOR ANY LOSS SUFFERED BY THE SUBSCRIBER OR ANY THIRD PARTIES DUE TO USE OF THE SITE SEAL OR THE SUBSCRIPTION SERVICES.

### SCHEDULE U TO NETWORK SOLUTIONS SERVICE AGREEMENT

#### ADDITIONAL TERMS APPLICABLE TO TRANSFERME™ WEBSITE MIGRATION SERVICE

1. **Application of Terms.** In addition to the terms and conditions set forth in this Service Agreement, the following additional terms shall apply to Service(s) (as defined herein) for the TransferMe™ Website migration service you use, access or purchase (collectively "use") from Network Solutions. You agree that each person listed in your account information as being associated with your account for any services provided to you is your agent with full authority to act on your behalf with respect to such services and is bound by the terms of this Agreement.
2. **Accurate Information.** The TransferMe service allows you to transfer your Website from your current hosting provider to Network Solutions which will host your site pursuant to the hosting terms and conditions set forth in Schedule N above. In order to migrate your Website to our hosting platform, you must provide Network Solutions with certain information necessary for us to access your Website. This information shall include but is not limited to, Internet Protocol (IP) address of your current server, your File Transfer Protocol (FTP) username and password, the domain name authorization code, and your email address and password information. To allow us to move your site to our hosting platform, you agree to allow us to place scripts on your site that will allow us to probe for FTP and other data needed to effectuate the migration of your site.
3. **Representations and Warranties.** YOU REPRESENT AND WARRANT THAT: 1) YOU ARE THE OWNER OF ALL OF THE CONTENT ON YOUR WEBSITE (INCLUDING BUT NOT LIMITED TO THE PHOTOS, COPY, LOGOS, DESIGN ELEMENTS, DATA FILES AND SITE LAYOUT) ("CONTENT") AND/OR YOU HAVE THE RIGHTS TO TRANSFER YOUR WEBSITE AND ALL CONTENT FROM YOUR CURRENT HOSTING PROVIDER TO NETWORK SOLUTIONS; 2) THAT TRANSFERRING YOUR WEBSITE TO NETWORK SOLUTIONS SHALL NOT VIOLATE THE TERMS AND CONDITIONS OF ANY AGREEMENT YOU HAVE WITH YOUR CURRENT HOSTING PROVIDER OR THIRD PARTY; 3) YOU HAVE THE RIGHT TO PROVIDE US WITH THE INFORMATION REQUIRED TO MIGRATE YOUR WEBSITE TO OUR HOSTING PLATFORM; AND 4) YOUR WEBSITE AND THE CONTENT THEREON: DOES NOT INFRINGE, MISAPPROPRIATE OR OTHERWISE VIOLATE ANY COPYRIGHT, PATENT, TRADEMARK, SERVICE MARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY; DOES NOT BREACH THE RIGHTS OF ANY PERSON OR ENTITY, INCLUDING RIGHTS OF PUBLICITY OR PRIVACY, AND IS NOT DEFAMATORY; AND DOES NOT RESULT IN CONSUMER FRAUD (INCLUDING BEING FALSE OR MISLEADING). IF YOU ARE NOT ABLE TO MAKE ALL OF THESE REPRESENTATIONS AND WARRANTIES, YOU MUST NOTIFY NETWORK SOLUTIONS IMMEDIATELY.



4. Indemnity. In addition to the indemnity obligations in Section 9 of the General Provision of this Agreement, you agree to indemnify and hold harmless the Company, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with the transfer of your Website and its Content to our hosting platform, any breach of your representations and warranties above, or any violation of this Agreement or of any law or the rights of any third party.

5. Suspension Due to Breach. Network Solutions, in its sole and exclusive discretion, may immediately take corrective action, including, but not limited to, removal of all or a portion of the Content on your Website and suspension and/or termination of your Hosting Services, in the event of notice of any possible violation of this Agreement or the AUP by you or your end users. You agree that Network Solutions will have no liability to you due to any corrective action that Network Solutions may take and that you will not be entitled to a refund of any fees paid in advance prior to the corrective action. You agree to the additional restrictions of use provided by Network Solutions in conjunction with the Hosting Services that are found in other schedules to this Agreement.

6. Disclaimer of Warranties. IN ADDITION TO THE DISCLAIMER OF WARRANTIES SET FORTH IN SECTION 8 OF THE GENERAL PROVISIONS OF THIS AGREEMENT, YOU AGREE THAT YOUR USE OF OUR TRANSFERME WEBSITE MIGRATION SERVICE IS SOLELY AT YOUR OWN RISK AND THAT SUCH SERVICE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY. WE MAKE NO WARRANTY THAT THE MIGRATION OF YOUR WEBSITE TO OUR HOSTING PLATFORM WILL BE TIMELY, SECURE, OR ERROR FREE. YOU UNDERSTAND AND AGREE THAT ANY FILES, DATA, OR CONTENT TRANSFERRED USING OUR SERVICE IS DONE AT YOUR SOLE RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OF DATA THAT MAY RESULT FROM THE TRANSFER. IN NO EVENT SHALL NETWORK SOLUTIONS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER WITH RESPECT TO THE TRANSFERME WEBSITE MIGRATION SERVICE.

## **SCHEDULE V TO NETWORK SOLUTIONS SERVICE AGREEMENT**

### **ADDITIONAL TERMS APPLICABLE TO FREELANCE LOGO DESIGN SERVICE**

Capitalized terms not otherwise defined in this Schedule shall have the meaning given them in the 99designs™ Service Agreement available at [netsol.99designs.com/legal/services-agreement](http://netsol.99designs.com/legal/services-agreement).

1. Definition. The Freelance Logo Design Service is an offering whereby an individual or entity ("Customer") can create a Design Contest and invite one or more third party Designers to submit a logo Design Concept for the provision of a logo Design to the Customer. The Customer will choose one or more winner(s) of the Design Contest and these will be the successful recipient(s) of the Designer Fee. 99designs/Network Solutions will enable the delivery of the successful logo Design(s) to the Customer through the Freelance Logo Design Service.

Use of the Freelance Logo Design Service is governed by the following terms and conditions as well as the 99designs Service Agreement:

2. Intellectual Property. Network Solutions does not review any Designs. Customer and Designer assume all risks associated with the Designs including but not limited to potential for infringement of a third party's trademark, copyright, or other intellectual property rights. Network Solutions does not own any intellectual property rights to the Designs submitted by Designers for participation in a

Design Contest. Network Solutions will not act as a moderator or adjudicator with respect to any claim by Customer, Designer, or another third party that a Design or other content submitted infringes any Intellectual Property Rights of a Customer, Designer, or a third party. Network Solutions will not be liable or responsible for any breach by a Customer or Designer of any Intellectual Property Rights held by a third party in relation to any Design Contest, Design, or Design Concept or other use of the Freelance Logo Design Service or through 99designs.com.

3. Separate Agreement Between Customer and Designer. Once a Customer selects a winning Design Concept, the Customer and the Designer will be deemed to have entered into a separate binding IP Transfer Agreement available at [netsol.99designs.com/legal/services-agreement](http://netsol.99designs.com/legal/services-agreement) in relation to the provision of the Design and the Customer's rights in relation to the Design. Neither Network Solutions nor 99designs™ will be a party to this separate agreement and will have no liability whatsoever with respect to the terms and conditions of this agreement including but not limited to the performance or failure to perform by a Customer or Designer under the terms of the IP Transfer Agreement.

4. Additional Indemnification Obligations. In addition to the indemnification obligations set forth elsewhere in this Network Solutions Service Agreement and the 99designs Service Agreement, Customer and Designer agree to defend, indemnify, and hold harmless Network Solutions and each of its officers, directors, employees, agents, affiliates, co-branders or other partners, and employees of any of the foregoing, from, against, and in respect of: (i) any and all losses, damages or deficiencies resulting from any third party claim in connection with a submitted Design or modifications made to a Design; (ii) any breach by Customer or Designer of any representation, warranty or term of the 99designs Service Agreement or Network Solutions Service Agreement; (iii) any acts or omissions described in clause 9.1 of the 99designs Service Agreement; (iv) any breach by Customer or Designer of obligations to a third party including another Customer or Designer; and (v) all costs and expenses incident to any and all actions, suits, proceedings, claims, demands, assessments, or judgments in respect thereof regardless of the merit thereof, including reasonable legal fees and expenses (whether incident to the foregoing or to Network Solutions' enforcement of said rights or defense and indemnity).

5. 99designs Service Agreement. Customer and Designer agree that Network Solutions is an intended third party beneficiary of the 99designs Service Agreement and retains all rights to enforce the terms and conditions in the 99designs Service Agreement in the same capacity as 99designs. Customer and Designer expressly agree that Network Solutions retains all the rights that 99designs maintains under the 99designs Service Agreement.

6. Refunds. Network Solutions has no obligation to provide a refund with respect to the Freelance Logo Design Service.

## **SCHEDULE W TO NETWORK SOLUTIONS SERVICE AGREEMENT**

### **FREE WEBSITE PACKAGE**

In addition to the terms and conditions in the General Provisions and other applicable Schedules in the Agreement, the following additional terms and conditions shall apply to any Network Solutions Free Website Package.

#### **1. Description of Service**

Network Solutions may make available, from time to time, a free website package that contains a third level domain name, a Website Builder Tool, Web Hosting Service, and one e-mail box. Network

Solutions reserves the right to amend the products and the services in its free website package and to determine when any such changes apply to both existing and future customers.

## **2. Third Level Domain Name and Website Template Restrictions**

2.1. When you select a free website package, you will be able to choose a domain name that is a third level domain name, e.g. one that is based upon a domain name that is already registered to, and controlled by, Network Solutions (For example: "YourName.mynetworksolutions.com"). Because your domain name is based upon a Network Solutions second level domain name hosted by Network Solutions, your domain name cannot be transferred to another registrar or to another website hosting company.

2.2. In addition to the restriction on transferability, you also cannot point the third level domain to any website other than the one you develop as part of the free website package.

2.3. When you select a third level domain name with us, you agree to be bound by our current domain name dispute policy that is referenced in Schedule A, Sections 5, 6, and 7. Again, the current version of the domain name dispute policy may be found at our Website:

<http://www.icann.org/dndr/udrp/policy.htm>. You also agree that, if your use of a particular domain name is challenged by a third party, you will be subject to the provisions specified in our dispute policy. For the adjudication of any disputes brought by a third party against you concerning or arising from your use of a domain name registered with us you (but not Network Solutions) agree to submit to subject matter jurisdiction, personal jurisdiction and venue of the United States District Court for the Eastern District of Virginia, Alexandria Division and the courts of your domicile. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions set forth in the General Provisions of this Agreement.

2.4. Other terms of Schedules A (nsWebAddress), H (nsHosting), K (nsSpace), N (nsMail), and O (nsMarketing) shall also apply to the free website package.

## **3. Advertising**

3.1 You acknowledge and agree that prior to publication of your free website, your third level domain name may resolve to an "under construction" or similar temporary Web page ("Under Construction Page"), and that Network Solutions may place on any such Under Construction Page promotions and advertisements for, and links to, Network Solutions' Website, Network Solutions product and service offerings.

3.2. Also, you agree that Network Solutions may place advertisements for, and links to, Network Solutions' Website, Network Solutions product and service offerings, third-party Websites or third-party product and service offerings at the bottom of your published Web Site and at the bottom of e-mails you send using the e-mail service provided with the free website package.

## **4. RESTRICTIONS ON USE**

4.1 . You agree that you will not exceed the bandwidth or storage space limits applicable to the Web Hosting Services offered as part of the Free Website Package as set forth on our Website. You agree that if you do exceed either of such limits, Network Solutions, in its sole and exclusive discretion, may immediately take corrective action, including, but not limited to, assessment of fees and/or suspension and/or termination of your Web Hosting Services. You agree that Network Solutions will have no liability to you or any of your end users due to any corrective action that Network Solutions

may take. In addition, you agree not to use our Web Hosting Services offered as part of the Free Website Package primarily as online storage space for archived electronic files. If we detect that you are using our Web Hosting Services to archive files, you agree that Network Solutions may suspend or terminate your Free Website Package without liability.





Need Help? Please contact us at 1-888-851-9477

# Total: \$34.99

Please read the [Network Solutions Service Agreement](#) and click "Continue" below to agree to its terms.

[I agree to the Service Agreement - Continue](#)

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Secure Transaction: For your protection, this website is secured with the highest level of SSL Certificate encryption.



Bumgard No. 5208

EXHIBIT

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