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File No. 201779

December 16, 2003

BY COURIER

Courtney Schaberg
Jones Day
555 West Fifth Street
Suite 4600
Los Angeles, CA 90013-1025
USA

Dan Halloran
Internet Corporation For Assigned Names and
Numbers
4676 Admiralty Way
Suite 330
Marina del Ray, CA 90292-6601
USA

Dear Courtney and Dan:

ICANN ats Pool.com Inc.

I attach a brief containing the agreements provided by Pool.com. You will note that there are only 17 agreements (not the 23 claimed by Mr. Hall in his Affidavit). Also, you will note that it appears that there are only two agreements entered into with Ontario corporations (I do not know where Rebel.com is incorporated or where it carries on business). We should discuss, quite promptly, what steps we should take to confirm that these agreements have, in fact, been entered into and what connection the various "partners" have to Ontario, if any.

As you are aware, Pool.com has raised considerable concern about the use to which ICANN will put these agreements. Considering the deemed undertaking rule, as previously discussed, we should limit our use of these documents to the purpose of this litigation.

Please call me so that we can discuss our next steps.

Yours very truly,



Matthew P. Gottlieb

MPG/amh
Enclosure

Tor #: 1301473 1

Pool.com Registrar Partner Agreements (as referred to in the Affidavit of Robert Christopher Hall sworn September 17, 2003 and produced in accordance with Order of Maranger J. dated December 3, 2003)

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Pool.com Registrar Partner Agreement

This Registrar Partner Agreement (this "Agreement") is entered into on August 27th, 2003 (the "Effective Date") by and between Pool.com Inc., a Canadian corporation with offices at 43 Auriga Dr. Ottawa, ON, Canada, K2E 7Y8 ("Pool") and Alice's Registry, a California corporation with offices at 704 Almar Ave Santa Cruz CA 95060 ("Registrar").

The parties hereto agree as follows:

1. **Pool Services.** Pool offers domain backorders, domain keyword alerts and other services (the "Services") to customers. Services are currently offered via (i) Pool's website, located at www.pool.com, and (ii) a network of resellers/affiliates that either link to Pool's website or offer the Services via a co-branded or "white-labeled" Pool website. Pool may also offer the Services through additional channels in the future. Pool registers backordered domains on behalf of its customers through its network of accredited registrars.

2. **Domain Registration.** Registrar agrees to provide domain registration services to Pool on behalf of Pool's customers. Pool and Registrar will cooperate to facilitate registrations of Pool's backordered domains; provided, however, the parties will at all times maintain full compliance with all applicable registry, ICANN and any other governing body's policies, rules and procedures. Pool will not modify or delete domains other than domains registered on behalf of Pool's customers.

3. **Fees.** Pool will pay to Registrar Fifty Percent of the "Net Revenue" generated from Services completed by Registrar on behalf of Pool's customers ("Fees"). "Net Revenue" means gross fees actually collected from a customer for a Service, including without limitation backorder fees and fees collected from completed auctions of backordered domains, less refunds, reimbursed registry fees, discounts, third party selling/affiliate commissions, credit card and bank fees (Pool will deduct 6% for credit card and bank fees) and any taxes. Current Service fees are available at www.pool.com, and may be amended from time to time in Pool's sole discretion. Registry fees incurred in connection with the registration of domains on behalf of Pool's customers are the responsibility of Registrar.

Provided that the go-live date of the Pool Services on Registrar is no later than September 1, 2003, Pool will pay to Registrar an advance on future Fees of \$10,000 (such payment to be made within 5 business days of the actual go-live date).

Pool may, upon prior written notice to Registrar, change its method for paying fees to registrars, including Registrar, in order to provide equal payments to all registrars in the Pool system. Instead of the method set forth in the immediately preceding paragraph, Pool would calculate Fees as follows (the "Shared Fee System"): Pool will calculate Net Revenue for a given calendar month generated from all registrars in the Pool system. Pool will distribute 50% of total Pool Net Revenue equally to each registrar (subject to appropriate pro-rata adjustment downward for registrars who were live in the Pool system for less than the entire month). In the event Pool moves to a Shared Fee System for Registrar, Pool will reimburse registry fees incurred by Registrar and such fees will be deducted in determining Net Revenue.

Registrar will give Pool exclusive and continual access to 100% of the connections allocated to Registrar by each registry for registering deleted domains and will not, during the term of this Agreement, use such registry connections in any way to compete (alone or with any third party) with Pool in the business of registering deleted domains.

4. **Payment of Fees to Registrar.** Pool will pay to Registrar all Fees due to Registrar for a particular calendar month as soon as commercially reasonable, and not later than thirty days after the end of such month. Payments will be made via check or wire transfer. At the time of payment, Pool will also send to Registrar a detailed summary of all Fees owed to Registrar for Services. In the event Pool experiences a charge-back or otherwise discounts or refunds a customer for all or any portion of a Service fee, and Pool has already paid Registrar a Fee for such Service, Pool will deduct the payment made to Registrar in connection with such Service from a current or future payment to Registrar. In the event Pool moves to a Shared Fee System, any charge-backs, discounts, etc. will be deducted from total Pool revenue (in determining Net Revenue) in the month such charge is experienced by Pool and such cost will therefore be spread evenly among all Pool registrars.

5. **Term and Termination.** This Agreement will have an initial term of one year and, unless 30 days' prior written notice is provided by either party, will be automatically extended for successive one-year periods on the same terms and conditions expressed herein, or as may be amended by the parties. Either party may terminate this Agreement without penalty on thirty days prior written notice to the other party. This Agreement may be terminated by either party, upon written notice: (i) upon the institution by the other party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of its debts, which are not dismissed or otherwise resolved in its favor within 60 days thereafter; (ii) upon the other party's making a general assignment for the benefit of creditors; or (iii) upon the other party's dissolution or ceasing to conduct business in the ordinary course.

6. **Confidentiality.** The parties will have access to certain confidential and proprietary information of the other party ("Confidential Information"). Confidential Information includes information either marked as confidential or information known by the receiving party as being treated by the disclosing party as confidential. Each party agrees to keep Confidential Information confidential and not to use such information except as authorized by this Agreement or otherwise authorized by the disclosing party, and use at least the same degree of care (and not less than a reasonable degree of care) that it uses to protect its own confidential information. Each party may disclose Confidential Information to its employees, contractors, or agents who reasonably require access in order to carry out the terms of this Agreement and who have been informed of and are obligated to maintain



confidentiality. Confidential Information does not include information that: (i) was in the public domain at the time it was disclosed or has become in the public domain through no fault of the receiving party; (ii) was known to the receiving party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the disclosing party; (iv) was independently developed by the receiving party without any use of the Confidential Information; (v) becomes known to the receiving party, without restriction, from a source other than the disclosing party, without breach of this Agreement, by the receiving party; or (vi) is disclosed generally to third parties by the disclosing party without restrictions similar to those contained in this Agreement. The receiving party may disclose the other party's Confidential Information to the extent such disclosure is required by order or requirement of a court, administrative agency, or other governmental body, but only if the receiving party provides prompt notice thereof to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. The financial and other terms of this Agreement are "Confidential Information" under this Section 8.

7. Press Release. The parties will cooperate in issuing a jointly approved press release concerning this Agreement, including (without limitation), at Pool's discretion, an initial such release within thirty (30) days after the Effective Date of this Agreement announcing this Agreement and the appointment of Company as a Pool Registrar partner.

8. Trade Marks.

8.1 License. During the term of this Agreement, each party is hereby granted a non-exclusive non-transferable royalty free license to use the trade marks, trade names, service marks, domain names and logos of the other party (collectively, the "Trade Marks") in connection with this Agreement provided, however, that nothing herein will grant a party any right, title or interest in Trade Marks of the other party except as expressly specified in this Agreement.

8.2 Restrictions. Any and all goodwill arising from use of the Trade Marks of a particular party will inure solely to the benefit of such party. Neither party will assert any claim to the Trade Marks of the other party or goodwill associated therewith. Neither party will challenge the validity of or attempt to register any Trade Mark of the other party, nor will it adopt any derivative or confusingly similar trade marks, domain names, brands or marks or create any combination marks with any Trade Mark of the other party.

8.3 Usage. Each party will use the Trade Marks of the other party only in accordance with such party's trade mark usage policies as such may be in effect from time to time and only in accordance with this Agreement. If at any time a party reasonably believes that the use of its Trade Marks by the other party fails to otherwise comply with such party's trade mark usage guidelines, such party will so notify the other party in writing. Upon receipt of such notification, the notified party will immediately initiate steps to conform with the trade mark usage guidelines and will effect such conformance or cure within 15 days.

9. Ownership. Each party will retain ownership of its intellectual property. Except as expressly provided in this agreement, neither party is authorized or licensed to use the other party's intellectual property.

10. Indemnity. Each party, at its own expense, will defend, indemnify and hold the other party, its officers, directors, employees, agents and successors harmless against any liability, or any litigation cost or expense (including attorneys' fees), arising out of acts or omissions of the indemnifying party's agents or employees, breach of any provisions of this agreement, or operation of such indemnifying party's business; provided that the indemnified party provides the indemnifying party with: (i) prompt written notice of such claim, and (ii) proper and full information and assistance to settle or defend any such claim. The indemnifying party will not enter into any settlement or compromise of any indemnifiable claim without the indemnified party's prior written permission, which permission shall not be unreasonably withheld or delayed.

11. Disclaimer. REGISTRAR ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE PROVIDED "AS IS," AND THAT POOL MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS, ON ITS OWN BEHALF ON AND BEHALF OF ITS SUPPLIERS AND LICENSORS, ANY WARRANTIES AS TO THE USEFULNESS, ACCURACY, RELIABILITY, NON-INFRINGEMENT OR EFFECTIVENESS OF SUCH SERVICES OR THAT ANY OF SUCH SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR THAT DEFECTS HAVE OR WILL BE CORRECTED, OR THAT SUCH SERVICES WILL MEET THE NEEDS OF ANY PARTY. WITHOUT LIMITING THE FOREGOING, POOL DISCLAIMS ALL WARRANTIES OF REASONABLE SKILL OR CARE. IN NO EVENT WILL POOL BE LIABLE TO REGISTRAR FOR ANY FAILURE, DISRUPTION, DOWNTIME, INCORRECT LINKAGE OR OTHER NON-PERFORMANCE OF THE SERVICES. POOL'S SOLE LIABILITY, AND REGISTRAR'S SOLE REMEDY, WITH RESPECT TO SUCH WARRANTY WILL BE POOL'S OBLIGATION TO CORRECT ERRORS WITH A LEVEL OF EFFORT COMMENSURATE WITH THE SEVERITY OF THE ERROR.

12. Limitation of Liability. IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FROM ANY CAUSE EXCEED FEES PAID BY POOL TO REGISTRAR UNDER THIS AGREEMENT FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE. IN ADDITION, IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES, OR EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES OR LOSS OF PROFITS), EVEN IF SUCH PARTY, ITS AFFILIATES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING SERVICES TO THE

OTHER PARTY OR ANY OTHER PERFORMANCE UNDER THIS AGREEMENT. Neither party will be liable for delays in data transmission.

13. Pool Affiliate Relationship. In the event Registrar acts as a reseller or affiliate of the Services at any time during the term of this Agreement, the terms and conditions contained in the Pool Affiliate Agreement located at www.pool.com/affiliate_agreement.aspx (as may be amended from time to time in accordance with the terms therein) is incorporated into this Agreement by reference.

14. Miscellaneous. Non-performance of either party will be excused to the extent that performance is rendered impossible by any force majeure event and not caused by the gross negligence or willful misconduct of the non-performing party. The relationship of the parties established by this Agreement is that of independent contractors. This Agreement will be governed by and construed under the laws of the Province of Ontario, Canada without reference to conflict of law principles. Each party submits to the exclusive subject matter jurisdiction, personal jurisdiction and venue of the courts of that Province. Each party agrees that any action, suit of application will be brought and heard in Ottawa, Canada. The parties will endeavor to settle amicably by mutual discussions any disputes, differences or claims whatsoever related to this Agreement. This Agreement, together with all exhibits and attachments hereto, sets forth the entire agreement and understanding of the parties relating to the subject matter herein (other than agreements relating to confidentiality) and merges all prior discussions between them. Except as set forth in Section 13, No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both parties, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. Neither party may assign this Agreement, or assign or delegate any right or obligation hereunder, without the prior written consent of the other party, except in the case of a sale or other transfer of substantially all of such party's assets or equity, whether by sale of assets or stock or by merger or other reorganization, provided that the assignee has agreed in writing to be bound by all the terms and conditions of this Agreement. Subject to the foregoing sentence, this Agreement will be binding on each party's respective successors and assigns. If any provision in this Agreement is found invalid then such provision will be construed, if feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it will be severed from the remainder of this Agreement, and the parties will negotiate, in good faith, a substitute, valid and enforceable provision that most nearly effects the parties' intent in entering into this Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which when taken together will constitute a single instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf on the Effective Date by their respective duly authorized representatives.

Pool.com Inc.:

By: _____

Name: _____

Title: _____

"Registrar":

By: _____

Name: _____

Title: _____

(Handwritten initials)

Pool.com Registrar Partner Agreement

This Registrar Partner Agreement (this "Agreement") is entered into on June 15, 2003 (the "Effective Date") by and between Pool.com Inc., a Canadian corporation with offices at 43 Auriga Dr. Ottawa, ON, Canada, K2E 7Y8 ("Pool") and A Technology, a Ontario corporation with offices at 3 Hawthorn Gardens, Toronto, ("Registrar"). O.B.A NameSystem Ontario M4W 1P4

Canada

The parties hereto agree as follows:

1. **Pool Services.** Pool offers domain backorders, domain keyword alerts and other services (the "Services") to customers. Services are currently offered via (i) Pool's website, located at www.pool.com, and (ii) a network of resellers/affiliates that either link to Pool's website or offer the Services via a co-branded or "white-labeled" Pool website. Pool may also offer the Services through additional channels in the future. Pool registers backordered domains on behalf of its customers through its network of accredited registrars.

2. **Domain Registration.** Registrar, an accredited registrar, agrees to provide domain registration services to Pool on behalf of Pool's customers. Pool and Registrar will cooperate to facilitate registrations of Pool's backordered domains; provided, however, the parties will at all times maintain full compliance with all applicable registry, ICANN and any other governing body's policies, rules and procedures.

3. **Fees.** Pool will pay to Registrar Fifty Percent of the "Net Revenue" generated from Services completed by Registrar on behalf of Pool's customers ("Fees"). "Net Revenue" means gross fees actually collected from a customer for a Service, including without limitation backorder registration fees and fees collected from completed auctions of backordered domains, less refunds, discounts, third party selling/affiliate commissions, credit card and bank fees (Pool will deduct 5% for credit card and bank fees) and any taxes. Current Service fees are available at www.pool.com, and may be amended from time to time in Pool's sole discretion. Registry fees incurred in connection with the registration of domains on behalf of Pool's customers are the responsibility of Registrar.

4. **Payment of Fees to Registrar.** Pool will pay to Registrar all Fees due to Registrar for a particular calendar month within thirty days after the end of such month. Payments will be made via check or wire transfer. At the time of payment, Pool will also send to registrar a detailed summary of all Fees owed to Registrar for Services. In the event Pool experiences a charge-back or otherwise discounts or refunds a customer for all or any portion of a Service fee, and Pool has already paid Registrar a Fee for such Service, Pool will deduct the payment made to Registrar in connection with such Service from a current or future payment to Registrar.

5. **Term and Termination.** This Agreement will have an initial term of one year and, unless 30 days' prior written notice is provided by either party, will be automatically extended for successive one-year periods on the same terms and conditions expressed herein, or as may be amended by the parties. Either party may terminate this Agreement without penalty on thirty days prior written notice to the other party. This Agreement may be terminated by either party, upon written notice: (i) upon the institution by the other party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of its debts, which are not dismissed or otherwise resolved in its favor within 60 days thereafter; (ii) upon the other party's making a general assignment for the benefit of creditors; or (iii) upon the other party's dissolution or ceasing to conduct business in the ordinary course.

6. **Confidentiality.** The parties will have access to certain confidential and proprietary information of the other party ("Confidential Information"). Confidential Information includes information either marked as confidential or information known by the receiving party as being treated by the disclosing party as confidential. Each party agrees to keep Confidential Information confidential and not to use such information except as authorized by this Agreement or otherwise authorized by the disclosing party, and use at least the same degree of care (and not less than a reasonable degree of care) that it uses to protect its own confidential information. Each party may disclose Confidential Information to its employees, contractors, or agents who reasonably require access in order to carry out the terms of this Agreement and who have been informed of and are obligated to maintain confidentiality. Confidential Information does not include information that: (i) was in the public domain at the time it was disclosed or has become in the public domain through no fault of the receiving party; (ii) was known to the receiving party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the disclosing party; (iv) was independently developed by the receiving party without any use of the Confidential Information; (v) becomes known to the receiving party, without restriction, from a source other than the disclosing party, without breach of this Agreement, by the receiving party; or (vi) is disclosed generally to third parties by the disclosing party without restrictions similar to those contained in this Agreement. The receiving party may disclose the other party's Confidential Information to the extent such disclosure is required by order or requirement of a court, administrative agency, or other governmental body, but only if the receiving party provides prompt notice thereof to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

7. **Press Release.** The parties will cooperate in issuing a jointly approved press release concerning this Agreement, including (without limitation), at Pool's discretion, an initial such release within thirty (30) days after the Effective Date of this Agreement announcing this Agreement and the appointment of Company as a Pool Registrar partner.

8. **Trade Marks.**

8.1 License. During the term of this Agreement, each party is hereby granted a non-exclusive non-transferable royalty free license to use the trade marks, trade names, service marks, domain names and logos of the other party (collectively, the "Trade Marks") in connection with this Agreement provided, however, that nothing herein will grant a party any right, title or interest in Trade Marks of the other party except as expressly specified in this Agreement.

8.2 Restrictions. Any and all goodwill arising from use of the Trade Marks of a particular party will inure solely to the benefit of such party. Neither party will assert any claim to the Trade Marks of the other party or goodwill associated therewith. Neither party will challenge the validity of or attempt to register any Trade Mark of the other party, nor will it adopt any derivative or confusingly similar trade marks, domain names, brands or marks or create any combination marks with any Trade Mark of the other party.

8.3 Usage. Each party will use the Trade Marks of the other party only in accordance with such party's trade mark usage policies as such may be in effect from time to time and only in accordance with this Agreement. If at any time a party reasonably believes that the use of its Trade Marks by the other party fails to otherwise comply with such party's trade mark usage guidelines, such party will so notify the other party in writing. Upon receipt of such notification, the notified party will immediately initiate steps to conform with the trade mark usage guidelines and will effect such conformance or cure within 15 days.

9. Ownership. Each party will retain ownership of its intellectual property. Except as expressly provided in this agreement, neither party is authorized or licensed to use the other party's intellectual property.

10. Indemnity. Each party, at its own expense, will defend, indemnify and hold the other party, its officers, directors, employees, agents and successors harmless against any liability, or any litigation cost or expense (including attorneys' fees), arising out of acts or omissions of the indemnifying party's agents or employees, breach of any provisions of this agreement, or operation of such indemnifying party's business; provided that the indemnified party provides the indemnifying party with: (i) prompt written notice of such claim, and (ii) proper and full information and assistance to settle or defend any such claim. The indemnifying party will not enter into any settlement or compromise of any indemnifiable claim without the indemnified party's prior written permission, which permission shall not be unreasonably withheld or delayed.

11. Disclaimer. REGISTRAR ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE PROVIDED "AS IS," AND THAT POOL MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS, ON ITS OWN BEHALF ON AND BEHALF OF ITS SUPPLIERS AND LICENSORS, ANY WARRANTIES AS TO THE USEFULNESS, ACCURACY, RELIABILITY, NON-INFRINGEMENT OR EFFECTIVENESS OF SUCH SERVICES OR THAT ANY OF SUCH SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR THAT DEFECTS HAVE OR WILL BE CORRECTED, OR THAT SUCH SERVICES WILL MEET THE NEEDS OF ANY PARTY. WITHOUT LIMITING THE FOREGOING, POOL DISCLAIMS ALL WARRANTIES OF REASONABLE SKILL OR CARE. IN NO EVENT WILL POOL BE LIABLE TO REGISTRAR FOR ANY FAILURE, DISRUPTION, DOWNTIME, INCORRECT LINKAGE OR OTHER NON-PERFORMANCE OF THE SERVICES. POOL'S SOLE LIABILITY, AND REGISTRAR'S SOLE REMEDY, WITH RESPECT TO SUCH WARRANTY WILL BE POOL'S OBLIGATION TO CORRECT ERRORS WITH A LEVEL OF EFFORT COMMENSURATE WITH THE SEVERITY OF THE ERROR.

12. Limitation of Liability. IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FROM ANY CAUSE EXCEED FEES PAID BY POOL TO REGISTRAR UNDER THIS AGREEMENT FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE. IN ADDITION, IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES, OR EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES OR LOSS OF PROFITS), EVEN IF SUCH PARTY, ITS AFFILIATES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING SERVICES TO THE OTHER PARTY OR ANY OTHER PERFORMANCE UNDER THIS AGREEMENT. Neither party will be liable for delays in data transmission.

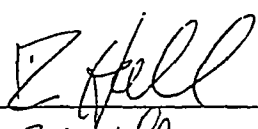
13. Pool Affiliate Relationship. In the event Registrar acts as a reseller or affiliate of the Services at any time during the term of this Agreement, the terms and conditions contained in the Pool Affiliate Agreement located at www.pool.com/affiliate_agreement.aspx (as may be amended from time to time in accordance with the terms therein) is incorporated into this Agreement by reference.

14. Miscellaneous. Non-performance of either party will be excused to the extent that performance is rendered impossible by any force majeure event and not caused by the gross negligence or willful misconduct of the non-performing party. The relationship of the parties established by this Agreement is that of independent contractors. This Agreement will be governed by and construed under the laws of the Province of Ontario, Canada without reference to conflict of law principles. Each party submits to the exclusive subject matter jurisdiction, personal jurisdiction and venue of the courts of that Province. Each party agrees that any action, suit of application will be brought and heard in Ottawa, Canada. The parties will endeavor to settle amicably by mutual discussions any disputes, differences or claims whatsoever related to this Agreement. This Agreement, together with all exhibits and attachments hereto, sets forth the entire agreement and understanding of the parties relating to the subject matter herein (other than agreements relating to confidentiality) and merges all prior discussions between them. Except as set forth in Section 13, No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will

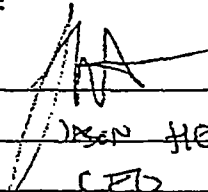
be effective unless in writing signed by both parties, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. Neither party may assign this Agreement, or assign or delegate any right or obligation hereunder, without the prior written consent of the other party, except in the case of a sale or other transfer of substantially all of such party's assets or equity, whether by sale of assets or stock or by merger or other reorganization, provided that the assignee has agreed in writing to be bound by all the terms and conditions of this Agreement. Subject to the foregoing sentence, this Agreement will be binding on each party's respective successors and assigns. If any provision in this Agreement is found invalid then such provision will be construed, if feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it will be severed from the remainder of this Agreement, and the parties will negotiate, in good faith, a substitute, valid and enforceable provision that most nearly effects the parties' intent in entering into this Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which when taken together will constitute a single instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf on the Effective Date by their respective duly authorized representatives.

Pool.com Inc.:

By: 
Name: Rob Hall
Title: President & CEO

"Registrar":

By: 
Name: JASON HENDELS
Title: CEO

FROM :

FAX NO. :

Namesystem
May. 28 2003 09:27PM P1

**Amendment to
Pool.com Registrar Partner Agreement**

This Amendment (this "Amendment") to that certain Pool.com Registrar Partner Agreement by and between Pool.com Inc., a Canadian corporation with offices at 43 Auriga Dr. Ottawa, ON, Canada, K2E 7Y8 and AT TECHNOLOGY COMPANY, LLC (the "Agreement") is effective as of November 1, 2003 by and between Pool and Registrar. Capitalized terms used herein will have the definitions set forth in the Agreement unless otherwise defined herein.

The parties hereto agree as follows:

1. This amendment will be effective only as of November 1, 2003
2. Section 3 of the Agreement is amended and restated in its entirety as follows:

"3. **Fees.** Pool will calculate Net Revenue for each TLD for a given calendar month generated from all registrars in the Pool system. Pool will distribute 50% of total Pool Net Revenue equally to each registrar participating in registering such TLD (subject to appropriate pro-rata adjustment downward for registrars who were live in the Pool system for less than the entire month) ("Fees"). "Net Revenue" means gross fees actually collected from a customer for a Service, including without limitation backorder fees and fees collected from completed auctions of backordered domains, less refunds, reimbursed registry fees, discounts, third party selling/affiliate commissions, credit card and bank fees (Pool will deduct 5% for credit card and bank fees) and any taxes. Current Service fees are available at www.pool.com, and may be amended from time to time in Pool's sole discretion. In addition to the Fees above, Pool will reimburse registry fees incurred by Registrar and such fees will be deducted in determining Net Revenue.

Registrar will give Pool exclusive and continual access to 100% of the connections allocated to Registrar by each registry for registering deleted domains and will not, during the term of this Agreement, use such registry connections in any way to compete (alone or with any third party) with Pool in the business of registering deleted domains.

3. All other terms of the Agreement will remain unchanged.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed on its behalf on November 1, 2003 by their respective duly authorized representatives.

Pool.com Inc.:

By: [Signature]
Name: Ken Bayles
Title: Vice President

"Registrar":

By: [Signature]
Name: Jason Henderson
Title: CEO

Pool.com Registrar Partner Agreement

This Registrar Partner Agreement (this "Agreement") is entered into on July 17, 2003 (the "Effective Date") by and between Pool.com Inc., a Canadian corporation with offices at 43 Auriga Dr. Ottawa, ON, Canada, K2E 7Y8 ("Pool") and AusRegistry Group, an Australian corporation with offices at 6/19 QUEEN ST, MELBOURNE 3004 ("Registrar").
VICTORIA AUSTRALIA

The parties hereto agree as follows:

1. **Pool Services.** Pool offers domain backorders, domain keyword alerts and other services (the "Services") to customers. Services are currently offered via (i) Pool's website, located at www.pool.com, and (ii) a network of resellers/affiliates that either link to Pool's website or offer the Services via a co-branded or "white-labeled" Pool website. Pool may also offer the Services through additional channels in the future. Pool registers backordered domains on behalf of its customers through its network of accredited registrars.
2. **Domain Registration.** Registrar, an accredited registrar, agrees to provide domain registration services to Pool on behalf of Pool's customers. Pool and Registrar will cooperate to facilitate registrations of Pool's backordered domains; provided, however, the parties will at all times maintain full compliance with all applicable registry, ICANN and any other governing body's policies, rules and procedures.
3. **Fees.** Pool will pay to Registrar Fifty Percent of the "Net Revenue" generated from Services completed by Registrar on behalf of Pool's customers ("Fees"). "Net Revenue" means gross fees actually collected from a customer for a Service, including without limitation backorder registration fees and fees collected from completed auctions of backordered domains, less refunds, discounts, third party selling/affiliate commissions, credit card and bank fees (Pool will deduct 5% for credit card and bank fees) and any taxes. Current Service fees are available at www.pool.com, and may be amended from time to time in Pool's sole discretion. Registry fees incurred in connection with the registration of domains on behalf of Pool's customers are the responsibility of Registrar.
4. **Payment of Fees to Registrar.** Pool will pay to Registrar all Fees due to Registrar for a particular calendar month within thirty days after the end of such month. Payments will be made via check or wire transfer. At the time of payment, Pool will also send to registrar a detailed summary of all Fees owed to Registrar for Services. In the event Pool experiences a charge-back or otherwise discounts or refunds a customer for all or any portion of a Service fee, and Pool has already paid Registrar a Fee for such Service, Pool will deduct the payment made to Registrar in connection with such Service from a current or future payment to Registrar.
5. **Term and Termination.** This Agreement will have an initial term of one year and, unless 30 days' prior written notice is provided by either party, will be automatically extended for successive one-year periods on the same terms and conditions expressed herein, or as may be amended by the parties. Either party may terminate this Agreement upon one day's prior notice in the event the "VLS" goes live. Either party may terminate this Agreement without penalty on thirty days prior written notice to the other party. This Agreement may be terminated by either party, upon written notice: (i) upon the institution by the other party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of its debts, which are not dismissed or otherwise resolved in its favor within 60 days thereafter; (ii) upon the other party's making a general assignment for the benefit of creditors; or (iii) upon the other party's dissolution or ceasing to conduct business in the ordinary course.
6. **Confidentiality.** The parties will have access to certain confidential and proprietary information of the other party ("Confidential Information"). Confidential Information includes information either marked as confidential or information known by the receiving party as being treated by the disclosing party as confidential. Each party agrees to keep Confidential Information confidential and not to use such information except as authorized by this Agreement or otherwise authorized by the disclosing party, and use at least the same degree of care (and not less than a reasonable degree of care) that it uses to protect its own confidential information. Each party may disclose Confidential Information to its employees, contractors, or agents who reasonably require access in order to carry out the terms of this Agreement and who have been informed of and are obligated to maintain confidentiality. Confidential Information does not include information that: (i) was in the public domain at the time it was disclosed or has become in the public domain through no fault of the receiving party; (ii) was known to the receiving party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the disclosing party; (iv) was independently developed by the receiving party without any use of the Confidential Information; (v) becomes known to the receiving party, without restriction, from a source other than the disclosing party, without breach of this Agreement, by the receiving party; or (vi) is disclosed generally to third parties by the disclosing party without restrictions similar to those contained in this Agreement. The receiving party may disclose the other party's Confidential Information to the extent such disclosure is required by order or requirement of a court, administrative agency, or other governmental body, but only if the receiving party provides prompt notice thereof to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.
7. **Press Release.** The parties will cooperate in issuing a jointly approved press release concerning this Agreement, including (without limitation), at Pool's discretion, an initial such release within thirty (30) days after the Effective Date of this Agreement announcing this Agreement and the appointment of Company as a Pool Registrar partner.
8. **Trade Marks.**



8.1 License. During the term of this Agreement, each party is hereby granted a non-exclusive non-transferable royalty free license to use the trade marks, trade names, service marks, domain names and logos of the other party (collectively, the "Trade Marks") in connection with this Agreement provided, however, that nothing herein will grant a party any right, title or interest in Trade Marks of the other party except as expressly specified in this Agreement.

8.2 Restrictions. Any and all goodwill arising from use of the Trade Marks of a particular party will inure solely to the benefit of such party. Neither party will assert any claim to the Trade Marks of the other party or goodwill associated therewith. Neither party will challenge the validity of or attempt to register any Trade Mark of the other party, nor will it adopt any derivative or confusingly similar trade marks, domain names, brands or marks or create any combination marks with any Trade Mark of the other party.

8.3 Usage. Each party will use the Trade Marks of the other party only in accordance with such party's trade mark usage policies as such may be in effect from time to time and only in accordance with this Agreement. If at any time a party reasonably believes that the use of its Trade Marks by the other party fails to otherwise comply with such party's trade mark usage guidelines, such party will so notify the other party in writing. Upon receipt of such notification, the notified party will immediately initiate steps to conform with the trade mark usage guidelines and will effect such conformance or cure within 15 days.

9. Ownership. Each party will retain ownership of its intellectual property. Except as expressly provided in this agreement, neither party is authorized or licensed to use the other party's intellectual property.

10. Indemnity. Each party, at its own expense, will defend, indemnify and hold the other party, its officers, directors, employees, agents and successors harmless against any liability, or any litigation cost or expense (including attorneys' fees), arising out of acts or omissions of the indemnifying party's agents or employees, breach of any provisions of this agreement, or operation of such indemnifying party's business; provided that the indemnified party provides the indemnifying party with: (i) prompt written notice of such claim, and (ii) proper and full information and assistance to settle or defend any such claim. The indemnifying party will not enter into any settlement or compromise of any indemnifiable claim without the indemnified party's prior written permission, which permission shall not be unreasonably withheld or delayed.

11. Disclaimer. REGISTRAR ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE PROVIDED "AS IS," AND THAT POOL MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS, ON ITS OWN BEHALF ON AND BEHALF OF ITS SUPPLIERS AND LICENSORS, ANY WARRANTIES AS TO THE USEFULNESS, ACCURACY, RELIABILITY, NON-INFRINGEMENT OR EFFECTIVENESS OF SUCH SERVICES OR THAT ANY OF SUCH SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR THAT DEFECTS HAVE OR WILL BE CORRECTED, OR THAT SUCH SERVICES WILL MEET THE NEEDS OF ANY PARTY. WITHOUT LIMITING THE FOREGOING, POOL DISCLAIMS ALL WARRANTIES OF REASONABLE SKILL OR CARE. IN NO EVENT WILL POOL BE LIABLE TO REGISTRAR FOR ANY FAILURE, DISRUPTION, DOWNTIME, INCORRECT LINKAGE OR OTHER NON-PERFORMANCE OF THE SERVICES. POOL'S SOLE LIABILITY, AND REGISTRAR'S SOLE REMEDY, WITH RESPECT TO SUCH WARRANTY WILL BE POOL'S OBLIGATION TO CORRECT ERRORS WITH A LEVEL OF EFFORT COMMENSURATE WITH THE SEVERITY OF THE ERROR.

12. Limitation of Liability. IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FROM ANY CAUSE EXCEED FEES PAID BY POOL TO REGISTRAR UNDER THIS AGREEMENT FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE. IN ADDITION, IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES, OR EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES OR LOSS OF PROFITS), EVEN IF SUCH PARTY, ITS AFFILIATES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING SERVICES TO THE OTHER PARTY OR ANY OTHER PERFORMANCE UNDER THIS AGREEMENT. Neither party will be liable for delays in data transmission.

13. Pool Affiliate Relationship. In the event Registrar acts as a reseller or affiliate of the Services at any time during the term of this Agreement, the terms and conditions contained in the Pool Affiliate Agreement located at www.pool.com/affiliate_agreement.aspx (as may be amended from time to time in accordance with the terms therein) is incorporated into this Agreement by reference.

14. Miscellaneous. Non-performance of either party will be excused to the extent that performance is rendered impossible by any force majeure event and not caused by the gross negligence or willful misconduct of the non-performing party. The relationship of the parties established by this Agreement is that of independent contractors. This Agreement will be governed by and construed under the laws of the Province of Ontario, Canada without reference to conflict of law principles. Each party submits to the exclusive subject matter jurisdiction, personal jurisdiction and venue of the courts of that Province. Each party agrees that any action, suit or application will be brought and heard in Ottawa, Canada. The parties will endeavor to settle amicably by mutual discussions any disputes, differences or claims whatsoever related to this Agreement. This Agreement, together with all exhibits and attachments hereto, sets forth the entire agreement and understanding of the parties relating to the subject matter herein (other than agreements relating to confidentiality) and merges all prior discussions between them. Except as set forth in Section 13, No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will

be effective unless in writing signed by both parties, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. Neither party may assign this Agreement, or assign or delegate any right or obligation hereunder, without the prior written consent of the other party, except in the case of a sale or other transfer of substantially all of such party's assets or equity, whether by sale of assets or stock or by merger or other reorganization, provided that the assignee has agreed in writing to be bound by all the terms and conditions of this Agreement. Subject to the foregoing sentence, this Agreement will be binding on each party's respective successors and assigns. If any provision in this Agreement is found invalid then such provision will be construed, if feasible, so as to render the provision enforceable; and if no feasible interpretation would save such provision, it will be severed from the remainder of this Agreement, and the parties will negotiate, in good faith, a substitute, valid and enforceable provision that most nearly effects the parties' intent in entering into this Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which when taken together will constitute a single instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf on the Effective Date by their respective duly authorized representatives.

Pool.com Inc.:

By: _____

Name: _____

Title: _____

"Registrar":

By: _____

Name: _____

Title: _____

**Amendment to
Pool.com Registrar Partner Agreement**

This Amendment (this "Amendment") to that certain Pool.com Registrar Partner Agreement by and between Pool.com Inc., a Canadian corporation with offices at 43 Auriga Dr. Ottawa, ON, Canada, K2E 7Y8 and AUSPEXISTLY GROUP PTY LTD (the "Agreement") is effective as of November 1, 2003 by and between Pool and Registrar. Capitalized terms used herein will have the definitions set forth in the Agreement unless otherwise defined herein.

The parties hereto agree as follows:

1. This amendment will be effective only as of November 1, 2003
2. Section 3 of the Agreement is amended and restated in its entirety as follows:

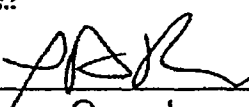
*3. **Fees.** Pool will calculate Net Revenue for each TLD for a given calendar month generated from all registrars in the Pool system. Pool will distribute 50% of total Pool Net Revenue equally to each registrar participating in registering such TLD (subject to appropriate pro-rata adjustment downward for registrars who were live in the Pool system for less than the entire month) ("Fees"). "Net Revenue" means gross fees actually collected from a customer for a Service, including without limitation backorder fees and fees collected from completed auctions of backordered domains, less refunds, reimbursed registry fees, discounts, third party selling/affiliate commissions, credit card and bank fees (Pool will deduct 5% for credit card and bank fees) and any taxes. Current Service fees are available at www.pool.com, and may be amended from time to time in Pool's sole discretion. In addition to the Fees above, Pool will reimburse registry fees incurred by Registrar and such fees will be deducted in determining Net Revenue.

Registrar will give Pool exclusive and continual access to 100% of the connections allocated to Registrar by each registry for registering deleted domains and will not, during the term of this Agreement, use such registry connections in any way to compete (alone or with any third party) with Pool in the business of registering deleted domains.

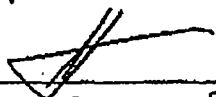
3. All other terms of the Agreement will remain unchanged.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed on its behalf on November 1, 2003 by their respective duly authorized representatives.

Pool.com Inc.:

By: 
Name: Len Bayles
Title: Vice President

"Registrar":

By: 
Name: SIMON DELLOPPO

TITLE: CEO

Part 2: Required Pylons Requirements

The [redacted] Agreement (this "Agreement") is entered into on July 1, 2011, between Proton Inc. ("Proton") a corporation with offices at 43 Avenue Dr. Gilwara, [redacted] Information [redacted] ("Information").

The parties hereby agree to pay the following:

4. Pool's Services: Pool offers domain backorders, domain keyword alerts and other services to its customers. Services are currently offered via (i) Pool's website, located at www.pool.com, and that either link to Pool's website or offer the Services via a co-branded or "white-labeled" Pool Services through additional channels in the future. Pool registers backordered domains on behalf of its network of accredited resellers.

2. Domain Registration. Registrar, an accredited registrar, agrees to provide domain registration services on behalf of Pro's customers. Pro and Registrar will cooperate to facilitate registrations of Pro's domain names. However, the parties will at all times maintain full compliance with all applicable registry, ICANN, and other policies, rules and procedures.

3. ~~Fee~~. Pool will pay a fee of \$15,000 per calendar month to Registrar (provided for the actual start date of the Service). In addition, Pool will reimburse Registrar for all Registry fees in connection with the registration of domains on behalf of Pool's customers. Once the Service has exclusive and complete access to 100% of the commissions allocated by each registry to a registrar during the term of this Agreement, use its registry connections in any way to compete (alone or in conjunction with others) with Registrar in the business of registering domain names, Registrar will supply these commissions to Pool on a non-exclusive basis. Pool will disclose to Registrar the revenue share that Registrar would have earned for past calendar months if the revenue share arrangement with Pool, and Registrar may at any time (but only one time) request an adjustment to Pool's standard net revenue split for the calendar month just ended plus any other fee Pool has paid to Registrar for reimbursement referenced above. Once Registrar has requested this adjustment, Pool will not be able to change the fee structure back to a guarantee following such change.

4. **Payment of Fees to Registrar.** Pool will pay to Registrar all Fees due to Registrar within thirty days after the end of such month. Payments will be made via check or wire transfer, also send to Registrar a detailed summary of all Fees owed to Registrar for Services. In the event of otherwise, it becomes or, outside a customer for all of any portion of a Service fee, and Pool if such Service, Pool will deduct the payment made to Registrar in connection with such Service. Registrar, however, Pool will not deduct these expenses for so long as Registrar receives revenue share.

5. Term and Termination. This Agreement will have an initial term of one year and, if provided by either party, will be automatically extended for successive one-year periods on the expressed herein, or as may be amended by the parties. Either party may terminate this Agreement upon the event "Mr. S." dies live. Either party may terminate this Agreement without penalty or financial party. This Agreement may be terminated by either party, upon written notice: (i) upon the issuance of a final judgment or bankruptcy proceedings, or any other proceedings for the defendant dismissed or otherwise resolved in its favor within 60 days thereafter; (ii) upon the other party's benefit of insurance; or (iii) upon the other party's dissolution or ceasing to conduct business.

6. Confidentiality. The parties will have access to certain confidential and proprietary ("Confidential Information"). Confidential information includes information either marked as "Confidential Information" or being treated by the disclosing party as confidential. Each party agrees confidential and not to use such information except as authorized by this Agreement or otherwise by the disclosing party, and use at least the same degree of care (and not less than a reasonable degree of care) to protect Confidential Information. Each party may disclose Confidential Information to its employees, or require access to Confidential Information by third parties, only if the employee or third party has been informed Confidential Information does not include information that (i) was in the public domain prior to the time of disclosure through no fault of the receiving party, (ii) was known to the disclosing party at the time of disclosure, as demonstrated by the inclusion of the term of disclosure, (iii) was approved by the disclosing party, (iv) was independently developed by the receiving party without information known to the receiving party, without restriction from a third party, or (v) is disclosed generally to third parties by the receiving party, or (vi) is disclosed generally to third parties by a third party. The receiving party may disclose Confidential Information to the extent such disclosure is required by order or requirement of a court, administrative agency, governmental body, law enforcement agency, or otherwise, provided that the receiving party gives prompt notice in writing to the disclosing party of such disclosure, and the disclosing party agrees to such disclosure.

7. **Public Information.** The parties will cooperate in securing a jointly approved press release, including (without limitation) to Pool's discretion, to initial such release within thirty (30) days of the Effective Date of this Agreement announcing this Agreement and the appointment of Company as a Pool Registrar.

8. **Intellectual Property**

8.1 **License.** During the term of this Agreement, each party is hereby granted a non-exclusive non-transferable license to use the trade marks, trade names, service marks, domain names and the "Trade Marks") as set forth in this Agreement provided, however, that nothing herein shall grant a party any right, title or interest in Trade Marks of the other party except as expressly specified in this Agreement.

8.2 **Restrictions.** Any and all goodwill arising from use of the Trade Marks of the other party will inure solely to the benefit of such party. Neither party will assert any claim to the Trade Marks of the other party. Neither party will challenge the validity of or attempt to register any Trade Mark of the other party or confusingly similar trade marks, domain names, brands or marks or create any combination of such marks, domain names, brands or marks.

8.3 **Usage.** Each party will use the Trade Marks of the other party only in accordance with such party's trade mark usage policies, which may be in effect from time to time and only in accordance with the provisions of this Agreement. If at any time a party with such party's trade mark usage is notified party will immediately initiate steps to conform with the trade mark usage guidelines and will effect such conformance within 15 days.

8.4 **Ownership.** Each party will retain ownership of its intellectual property. Except as expressly provided in this Agreement, neither party is authorized or licensed to use the other party's intellectual property.

9. **Indemnity.** Each party, at its own expense, will defend, indemnify and hold the other party, its officers, directors, employees, agents and successors harmless against any liability, or any litigation cost or expense arising out of or from the indemnifying party's agents or employees, breach of any operation of such indemnifying party's business, provided that the indemnified party provides a written notice of such claim, and (ii) proper and full information and assistance to the indemnifying party, and not later than any settlement or compromise of any indemnifiable claim, written permission shall not be unreasonably withheld or delayed.

10. **Disclaimer.** REGISTRAR ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE PROVIDED "AS IS" AND THAT POOL MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS, ON ITS OWN BEHALF AND ON BEHALF OF ITS SUPPLIERS AND LICENSORS, ANY WARRANTIES AS TO THE USEFULNESS, ACCURACY, RELIABILITY, NON-INFRINGEMENT, OR EFFECTIVENESS OF SUCH SERVICES OR THAT ANY OF SUCH SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR THAT DEFECTS HAVE OR WILL BE CORRECTED, OR THAT SUCH SERVICES WILL MEET THE NEEDS OF ANY PARTY. WITHOUT LIMITING THE FOREGOING, POOL DISCLAIMS ALL WARRANTIES OF REASONABLE SKILL OR CARE. POOL'S SOLE LIABILITY, AND REGISTRAR'S SOLE LIABILITY, WITH RESPECT TO SUCH WARRANTY WILL BE POOL'S OBLIGATION TO CORRECT ERRORS WITHIN A REASONABLE PERIOD OF TIME.

11. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FROM ANY CAUSE EXCEED FEES PAID BY POOL TO REGISTRAR UNDER THIS AGREEMENT FOR THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE. IN ADDITION, IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES, OR EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES OR LOSS OF PROFITS, EVEN IF SUCH PARTY, ITS AFFILIATES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY. NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAYS IN THE PERFORMANCE OF THE SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, INCLUDING SERVICES TO THE TRANSMISSION OF DATA.

12. **Pool Affiliate Relationship.** In the event Registrar acts as a reseller or affiliate of the Services at any time during the term of this Agreement, the terms and conditions contained in the Pool Affiliate Agreement located at www.pool.com/affiliate_agreement.aspx (as may be amended from time to time) shall be incorporated into this Agreement by reference.

13. **Miscellaneous.** Non-performance of either party will be excused to the extent it is impossible by any form of interim event and not caused by the gross negligence or willful misconduct of the non-performing party. This Agreement will be governed by the laws of the Province of Ontario, Canada without reference to conflict of law principles. Each party

submits to the exclusive jurisdiction, personal jurisdiction and venue of the courts of the Province of Ontario. Each party agrees that any action, suit or application will be brought and heard in Ottawa, Canada. The parties agree to amicably try to resolve amicably by mutual discussions any disputes, differences or claims whatsoever related to this Agreement, together with all exhibits and attachments hereto, with the entire agreement and without prejudice to the subject matter hereof (without then agreements relating to confidentiality) and merges all prior discussions and negotiations set forth in Section 12 heretofore or hereafter in this Agreement, nor any waiver of any right hereunder, or any subsequent breach or default. Neither party may assign this Agreement or its obligations hereunder, without the prior written consent of the other party, except in the case of substantially all of such party's assets or equity, whether by sale of assets or stock or by merger or other reorganization, provided that the assignee has agreed in writing to be bound by all the terms and conditions of this Agreement. Subject to the foregoing, this Agreement will be binding on each party's respective successors and assigns. If any provision in this Agreement is found invalid then such provision will be construed, if feasible, so as to render the provision enforceable. If no feasible interpretation would make such provision, it will be severed from the remainder of this Agreement. In good faith, a substitute, valid and enforceable provision that most nearly effects the parties' intent. This Agreement may be executed in any number of counterparts, each of which will be deemed to be a copy of the whole taken together will constitute a single instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed and affixed with its seal on the Effective Date by their respective duly authorized representatives.

Pool.com Inc.

By:

Name:

Title:

"Regulator"

By:

Name:

Title:

BRADY M. TURAKHIA

CEO

Pool.com Registrar Partner Agreement

This Registrar Partner Agreement (this "Agreement") is entered into on July 18, 2003 (the "Effective Date") by and between Pool.com Inc., a Canadian corporation with offices at 43 Auriga Dr. Ottawa, ON, Canada, K2E 7Y8 ("Pool") and Direct Information Pvt Ltd ("Registrar").

The parties hereto agree as follows:

1. **Pool Services.** Pool offers domain backorders, domain keyword alerts and other services (the "Services") to customers. Services are currently offered via (i) Pool's website, located at www.pool.com, and (ii) a network of resellers/affiliates that either link to Pool's website or offer the Services via a co-branded or "white-labeled" Pool website. Pool may also offer the Services through additional channels in the future. Pool registers backordered domains on behalf of its customers through its network of accredited registrars.

2. **Domain Registration.** Registrar, an accredited registrar, agrees to provide domain registration services to Pool on behalf of Pool's customers. Pool and Registrar will cooperate to facilitate registrations of Pool's backordered domains; provided, however, the parties will at all times maintain full compliance with all applicable registry, ICANN and any other governing body's policies, rules and procedures.

3. **Fees.** Pool will pay a fee of \$15,000 per calendar month to Registrar (pro-rated for any partial month(s)) beginning on the actual start date of the Service. In addition, Pool will reimburse Registrar for all Registry fees (\$6 per domain) incurred in connection with the registration of domains on behalf of Pool's customers. Once the Service begins, Registrar will give Pool exclusive and continual access to 100% of the connections allocated by each registry for registering deleted domains and will not, during the term of this Agreement, use its registry connections in any way to compete (alone or with any third party) with Pool in the business of registering deleted domains. Registrar will supply these connections to Pool no later than August 1, 2003. Pool will disclose to Registrar the revenue share that Registrar would have earned for past calendar months if Registrar had chosen a revenue share arrangement with Pool, and Registrar may at any time (but only one time) request Pool to change the fee arrangement to Pool's standard net revenue split for the calendar month just ended plus subsequent calendar months in lieu of the flat fee and registry fee reimbursement referenced above. Once Registrar has requested this change to a revenue share, Registrar will not be able to change the fee structure back to a guarantee following such change.

4. **Payment of Fees to Registrar.** Pool will pay to Registrar all Fees due to Registrar for a particular calendar month within thirty days after the end of such month. Payments will be made via check or wire transfer. At the time of payment, Pool will also send to registrar a detailed summary of all Fees owed to Registrar for Services. In the event Pool experiences a charge-back or otherwise discounts or refunds a customer for all or any portion of a Service fee, and Pool has already paid Registrar a Fee for such Service, Pool will deduct the payment made to Registrar in connection with such Service from a current or future payment to Registrar; provided, however, Pool will not deduct these expenses for so long as Registrar receives the \$15,000 flat fee in lieu of a revenue share.

5. **Term and Termination.** This Agreement will have an initial term of one year and, unless 30 days' prior written notice is provided by either party, will be automatically extended for successive one-year periods on the same terms and conditions expressed herein, or as may be amended by the parties. Either party may terminate this Agreement upon one day's prior notice in the event "WLS" goes live. Either party may terminate this Agreement without penalty on thirty days prior written notice to the other party. This Agreement may be terminated by either party, upon written notice: (i) upon the institution by the other party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of its debts, which are not dismissed or otherwise resolved in its favor within 60 days thereafter; (ii) upon the other party's making a general assignment for the benefit of creditors; or (iii) upon the other party's dissolution or ceasing to conduct business in the ordinary course.

6. **Confidentiality.** The parties will have access to certain confidential and proprietary information of the other party ("Confidential Information"). Confidential Information includes information either marked as confidential or information known by the receiving party as being treated by the disclosing party as confidential. Each party agrees to keep Confidential Information confidential and not to use such information except as authorized by this Agreement or otherwise authorized by the disclosing party, and use at least the same degree of care (and not less than a reasonable degree of care) that it uses to protect its own confidential information. Each party may disclose Confidential Information to its employees, contractors, or agents who reasonably require access in order to carry out the terms of this Agreement and who have been informed of and are obligated to maintain confidentiality. Confidential Information does not include information that: (i) was in the public domain at the time it was disclosed or has become in the public domain through no fault of the receiving party; (ii) was known to the receiving party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the disclosing party; (iv) was independently developed by the receiving party without any use of the Confidential Information; (v) becomes known to the receiving party, without restriction, from a source other than the disclosing party, without breach of this Agreement, by the receiving party; or (vi) is disclosed generally to third parties by the disclosing party without restrictions similar to those contained in this Agreement. The receiving party may disclose the other party's Confidential Information to the extent such disclosure is required by order or requirement of a court, administrative agency, or other governmental body, but only if the receiving party provides prompt notice thereof to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

7. **Press Release.** The parties will cooperate in issuing a jointly approved press release concerning this Agreement, including (without limitation), at Pool's discretion, an initial such release within thirty (30) days after the Effective Date of this Agreement announcing this Agreement and the appointment of Company as a Pool Registrar partner.

8. **Trade Marks.**

8.1 **License.** During the term of this Agreement, each party is hereby granted a non-exclusive non-transferable royalty free license to use the trade marks, trade names, service marks, domain names and logos of the other party (collectively, the "Trade Marks") in connection with this Agreement provided, however, that nothing herein will grant a party any right, title or interest in Trade Marks of the other party except as expressly specified in this Agreement.

8.2 **Restrictions.** Any and all goodwill arising from use of the Trade Marks of a particular party will inure solely to the benefit of such party. Neither party will assert any claim to the Trade Marks of the other party or goodwill associated therewith. Neither party will challenge the validity of or attempt to register any Trade Mark of the other party, nor will it adopt any derivative or confusingly similar trade marks, domain names, brands or marks or create any combination marks with any Trade Mark of the other party.

8.3 **Usage.** Each party will use the Trade Marks of the other party only in accordance with such party's trade mark usage policies as such may be in effect from time to time and only in accordance with this Agreement. If at any time a party reasonably believes that the use of its Trade Marks by the other party fails to otherwise comply with such party's trade mark usage guidelines, such party will so notify the other party in writing. Upon receipt of such notification, the notified party will immediately initiate steps to conform with the trade mark usage guidelines and will effect such conformance or cure within 15 days.

9. **Ownership.** Each party will retain ownership of its intellectual property. Except as expressly provided in this agreement, neither party is authorized or licensed to use the other party's intellectual property.

10. **Indemnity.** Each party, at its own expense, will defend, indemnify and hold the other party, its officers, directors, employees, agents and successors harmless against any liability, or any litigation cost or expense (including attorneys' fees), arising out of acts or omissions of the indemnifying party's agents or employees, breach of any provisions of this agreement, or operation of such indemnifying party's business; provided that the indemnified party provides the indemnifying party with: (i) prompt written notice of such claim, and (ii) proper and full information and assistance to settle or defend any such claim. The indemnifying party will not enter into any settlement or compromise of any indemnifiable claim without the indemnified party's prior written permission, which permission shall not be unreasonably withheld or delayed.

11. **Disclaimer.** REGISTRAR ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE PROVIDED "AS IS," AND THAT POOL MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS, ON ITS OWN BEHALF ON AND BEHALF OF ITS SUPPLIERS AND LICENSORS, ANY WARRANTIES AS TO THE USEFULNESS, ACCURACY, RELIABILITY, NON-INFRINGEMENT OR EFFECTIVENESS OF SUCH SERVICES OR THAT ANY OF SUCH SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR THAT DEFECTS HAVE OR WILL BE CORRECTED, OR THAT SUCH SERVICES WILL MEET THE NEEDS OF ANY PARTY. WITHOUT LIMITING THE FOREGOING, POOL DISCLAIMS ALL WARRANTIES OF REASONABLE SKILL OR CARE. IN NO EVENT WILL POOL BE LIABLE TO REGISTRAR FOR ANY FAILURE, DISRUPTION, DOWNTIME, INCORRECT LINKAGE OR OTHER NON-PERFORMANCE OF THE SERVICES. POOL'S SOLE LIABILITY, AND REGISTRAR'S SOLE REMEDY, WITH RESPECT TO SUCH WARRANTY WILL BE POOL'S OBLIGATION TO CORRECT ERRORS WITH A LEVEL OF EFFORT COMMENSURATE WITH THE SEVERITY OF THE ERROR.

12. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTYS LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FROM ANY CAUSE EXCEED FEES PAID BY POOL TO REGISTRAR UNDER THIS AGREEMENT FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE. IN ADDITION, IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES, OR EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES OR LOSS OF PROFITS), EVEN IF SUCH PARTY, ITS AFFILIATES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING SERVICES TO THE OTHER PARTY OR ANY OTHER PERFORMANCE UNDER THIS AGREEMENT. Neither party will be liable for delays in data transmission.

13. **Pool Affiliate Relationship.** In the event Registrar acts as a reseller or affiliate of the Services at any time during the term of this Agreement, the terms and conditions contained in the Pool Affiliate Agreement located at www.pool.com/affiliate_agreement.aspx (as may be amended from time to time in accordance with the terms therein) is incorporated into this Agreement by reference.

14. **Miscellaneous.** Non-performance of either party will be excused to the extent that performance is rendered impossible by any force majeure event and not caused by the gross negligence or willful misconduct of the non-performing party. The relationship of the parties established by this Agreement is that of independent contractors. This Agreement will be governed by and construed under the laws of the Province of Ontario, Canada without reference to conflict of law principles. Each party

submits to the exclusive subject matter jurisdiction, personal jurisdiction and venue of the courts of that Province. Each party agrees that any action, suit of application will be brought and heard in Ottawa, Canada. The parties will endeavor to settle amicably by mutual discussions any disputes, differences or claims whatsoever related to this Agreement. This Agreement, together with all exhibits and attachments hereto, sets forth the entire agreement and understanding of the parties relating to the subject matter herein (other than agreements relating to confidentiality) and merges all prior discussions between them. Except as set forth in Section 13, No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both parties, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. Neither party may assign this Agreement, or assign or delegate any right or obligation hereunder, without the prior written consent of the other party, except in the case of a sale or other transfer of substantially all of such party's assets or equity, whether by sale of assets or stock or by merger or other reorganization, provided that the assignee has agreed in writing to be bound by all the terms and conditions of this Agreement. Subject to the foregoing sentence, this Agreement will be binding on each party's respective successors and assigns. If any provision in this Agreement is found invalid then such provision will be construed, if feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it will be severed from the remainder of this Agreement, and the parties will negotiate, in good faith, a substitute, valid and enforceable provision that most nearly effects the parties' intent in entering into this Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which when taken together will constitute a single instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf on the Effective Date by their respective duly authorized representatives.

Pool.com Inc.:

By: _____

Name: _____

Title: _____

"Registrar":

By: _____

Name: _____

Title: _____

**Amendment No. 1 to
Pool.com Registrar Partner Agreement
by and between Pool.com & Direct Information**

This Amendment No. 1 (this "Amendment") to that certain Pool.com Registrar Partner Agreement dated as of July 18, 2003 by and between Pool.com Inc., a Canadian corporation with offices at 43 Auriga Dr. Ottawa, ON, Canada, K2E 7Y8 and Direct Information Pvt Ltd (the "Agreement") is entered into as of August 13th, 2003 by and between Pool and Registrar. Capitalized terms used herein will have the definitions set forth in the Agreement unless otherwise defined herein.

The parties hereto agree as follows:

1. Section 2 of the Agreement is amended and restated in its entirety as follows

"2. Domain Registration. Registrar, an accredited registrar, agrees to provide domain registration services to Pool on behalf of Pool's customers. Registrar also agrees to provide domain registration services to Pool through a third party registrar, Polar Software Ltd ("Partner Registrar"), on behalf of Pool's customers. Pool and Registrar will cooperate to facilitate registrations of Pool's backordered domains; provided, however, the parties will at all times maintain full compliance with all applicable registry, ICANN and any other governing body's policies, rules and procedures. Registrar represents and warrants that Registrar has entered into an agreement with Partner Registrar that gives Registrar the right and ability to use Partner Registrar's registry connections in accordance with this Agreement. In the event Pool needs to communicate with Partner Registrar, regarding RRP issues, customer service issues or otherwise, Pool will first contact Registrar and Registrar agrees to address such issues promptly. Pool agrees that it will not initiate direct communications with Partner Registrar (except in an emergency and only after attempting to contact Registrar directly) and will direct all communications directly to Registrar. In particular, Pool will not discuss the financial terms of this Agreement with Partner Registrar. The date that both Registrar's and Partner Registrar's registry connections are 100% live in the Pool system will be the "Live Date")"

2. Section 3 of the Agreement is amended and restated in its entirety as follows:

"3. Fees.

Until the Live Date, the following paragraph will be effective:

Pool will pay a fee of \$15,000 per calendar month to Registrar (pro-rated for any partial month(s)) beginning on the actual start date of the Service. In addition, Pool will reimburse Registrar for all Registry fees (\$6 per domain) incurred in connection with the registration of domains on behalf of Pool's customers. Once the Service begins, Registrar will give Pool exclusive and continual access to 100% of the connections allocated by each registry for registering deleted domains and will not, during the term of this Agreement, use its registry connections in any way to compete (alone or with any third party) with Pool in the business of registering deleted domains. Registrar will supply these connections to Pool no later than August 1, 2003. Pool will disclose to Registrar the revenue share that Registrar would have earned for past calendar months if Registrar had chosen a revenue share arrangement with Pool, and Registrar may at any time (but only one time) request Pool to change the fee arrangement to Pool's standard net revenue split for the calendar month just ended plus subsequent calendar months in lieu of the flat fee and registry fee reimbursement referenced above. Once Registrar has requested this change to a revenue share, Registrar will not be able to change the fee structure back to a guarantee following such change.

Starting on the Live Date, the following paragraph will be effective and the immediately preceding paragraph will no longer be effective:

Pool will pay to Registrar Fifty Percent of the "Net Revenue" generated from Services completed by Registrar and Partner Registrar on behalf of Pool's customers ("Fees"); provided that the aggregate Fees (for both registrars) for any particular calendar month

will not be less than \$40,000 (pro-rated for partial months) for so long as Registrar provides 100% of the connections for both registrars. Registrar will give Pool exclusive and continual access to 100% of the connections allocated to Registrar and Partner Registrar by each registry for registering deleted domains and will not, during the term of this Agreement, use such registry connections in any way to compete (alone or with any third party) with Pool in the business of registering deleted domains. "Net Revenue" means gross fees actually collected from a customer for a Service, including without limitation backorder registration fees and fees collected from completed auctions of backordered domains, less refunds, discounts, third party selling/affiliate commissions, credit card and bank fees (Pool will deduct 5% for credit card and bank fees) and any taxes. Current Service fees are available at www.pool.com, and may be amended from time to time in Pool's sole discretion. Registry fees incurred in connection with the registration of domains on behalf of Pool's customers are the responsibility of Registrar and Partner Registrar, as the case may be."

3. Section 4 of the Agreement is amended and restated in its entirety as follows:

"4. Payment of Fees to Registrar. Pool will pay to Registrar all Fees due to Registrar for a particular calendar month within thirty days after the end of such month. Payments will be made via check or wire transfer. At the time of payment, Pool will also send to registrar a detailed summary of all Fees owed to Registrar for Services. In the event Pool experiences a charge-back or otherwise discounts or refunds a customer for all or any portion of a Service fee, and Pool has already paid Registrar a Fee for such Service, Pool will deduct the payment made to Registrar in connection with such Service from a current or future payment to Registrar."

4. The following sentence will be added to the end of Section 6"


"The financial and other terms of this Agreement are "Confidential Information" under this Section 6."

Section 6 will otherwise remain unchanged.

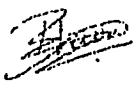
5. All other terms of the Agreement will remain unchanged.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed on its behalf on August 13th, 2003 by their respective duly authorized representatives.

Pool.com Inc.:

By: 
Name: Len Bayles
Title: Vice President

"Registrar":

By: 
Name: Bhavin Turakhia
Title: CEO

**Amendment to
Pool.com Registrar Partner Agreement**

This Amendment (this "Amendment") to that certain Pool.com Registrar Partner Agreement by and between Pool.com Inc., a Canadian corporation with offices at 43 Aurig Dr. Ottawa, ON, Canada, K2E 7Y8 and _____ (the "Agreement") is effective as of November 1, 2003 by and between Pool and Registrar. Capitalized terms used herein will have the same meaning as in the Agreement unless otherwise defined herein.

The parties hereto agree as follows:

1. This amendment will be effective only as of November 1, 2003
2. Section 3 of the Agreement is amended and restated in its entirety as follows:

"3. **Fees.** Pool will calculate Net Revenue for each TLD for a given calendar month generated from all registrars in the Pool system. Pool will distribute 50% of Pool Net Revenue equally to each registrar participating in registering such TLD (subject to appropriate pro-rata adjustment downward for registrars who were live in the Pool system for less than the entire month) ("Fees"). "Net Revenue" means gross fees actually collected from a customer for a Service, including without limitation backorder fees and fees collected from completed auctions of backordered domains, less refunds, reimbursed registry fees, discounts, third party selling/affiliate commissions, credit card and bank fees (Pool will deduct 5% for credit card and bank fees) and any taxes. Current Service fees are available at www.pool.com, and may be amended from time to time in Pool's sole discretion. In addition to the Fees above, Pool will reimburse registry fees incurred by Registrar and such fees will be deducted in determining Net Revenue.

Registrar will not use the information provided by Pool to create or use connections allocated to Registrar by each registry for registering deleted domains and will not, during the term of this Agreement, use such registry connections in any way to compete (alone or with any third party) with Pool in the business of registering deleted domains.

3. All other terms of the Agreement will remain unchanged.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed on its behalf on November 1, 2003 by their respective duly authorized representatives.

Pool.com Inc.:

By: _____

Name: Len Bayles

Title: Vice President

"Registrar":

By: _____

Name: BHAVIN M TORAKHIA

Title: CEO

Amendment to
Pool.com Registrar Partner Agreement

This Amendment (this "Amendment") to that certain Pool.com Registrar Partner Agreement by and between Pool.com Inc., a Canadian corporation with offices at 43 Aurora Dr. Ottawa, ON, Canada, K2E 7Y8 and _____ (the "Agreement") is effective as of November 1, 2003 by and between Pool and Registrar. Capitalized terms used herein will have the definitions set forth in the Agreement unless otherwise defined herein.

The parties hereto agree as follows:

1. This amendment will be effective only as of November 1, 2003
2. Section 3 of the Agreement is amended and restated in its entirety as follows:

"3. **Fees.** Pool will calculate Net Revenue for each TLD for a given calendar month generated from all registrars in the Pool system. Pool will distribute 50% of such Pool Net Revenue equally to each registrar participating in registering such TLD (subject to appropriate pro-rata adjustment downward for registrars who were live in the Pool system for less than the entire month) ("Fees"). "Net Revenue" means gross fees actually collected from a customer for a Service, including without limitation backorder fees and fees collected from completed auctions of backordered domains, less refunds, reimbursed registry fees, discounts, third party selling/affiliate commissions, credit card and bank fees (Pool will deduct 5% for credit card and bank fees) and any taxes. Current Service fees are available at www.pool.com, and may be amended from time to time in Pool's sole discretion. In addition to the Fees above, Pool will reimburse registry fees incurred by Registrar and such fees will be deducted in determining Net Revenue.

Registrar will give Pool exclusive and continual access to 100% of the connections allocated to Registrar by each registry for registering deleted domains and will not, during the term of this Agreement, use such registry connections in any way to conduct business with any third party, whether for the business of registering deleted domains.

3. All other terms of the Agreement will remain unchanged.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed on its behalf on November 1, 2003 by their respective duly authorized representatives:

Pool.com Inc.:

By: _____

Name: _____

Title: _____

"Registrar":

By: _____

Name: _____

Title: _____

Pool.com Registrar Partner Agreement

This Registrar Partner Agreement (this "Agreement") is entered into on July 9, 2003 (the "Effective Date") by and between Pool.com Inc., a Canadian corporation with offices at 43 Auriga Dr. Ottawa, ON, Canada, K2E 7Y8 ("Pool") and Domain The Net Technologies Ltd. an Israeli corporation with offices at 81 Sokolov St., Remat-Hasharon, Israel ("Registrar").

The parties hereto agree as follows:

1. **Pool Services.** Pool offers domain backorders, domain keyword alerts and other services (the "Services") to customers. Services are currently offered via (i) Pool's website, located at www.pool.com, and (ii) a network of resellers/affiliates that either link to Pool's website or offer the Services via a co-branded or "white-labeled" Pool website. Pool may also offer the Services through additional channels in the future. Pool registers backordered domains on behalf of its customers through its network of accredited registrars.

2. **Domain Registration.** Registrar, an accredited registrar, agrees to provide domain registration services to Pool on behalf of Pool's customers. Pool and Registrar will cooperate to facilitate registrations of Pool's backordered domains; provided, however, the parties will at all times maintain full compliance with all applicable registry, ICANN and any other governing body's policies, rules and procedures. The customer, on whose behalf the domain name will be registered, will be required to give his/her approval to the registration terms and agreement of Registrar. Pool will ensure that it receives the needed consent from the customer to these terms and conditions.

3. **Fees.** Pool will pay to Registrar Fifty Percent of the "Net Revenue" generated from Services completed by Registrar on behalf of Pool's customers ("Fees"). "Net Revenue" means gross fees actually collected from a customer for a Service, including without limitation backorder registration fees and fees collected from completed auctions of backordered domains, less refunds, discounts, third party selling/affiliate commissions, credit card and bank fees (Pool will deduct 5% for credit card and bank fees) and any direct taxes. Current Service fees are available at www.pool.com, and may be amended from time to time in Pool's sole discretion. Registry fees incurred in connection with the registration of domains on behalf of Pool's customers are the responsibility of Registrar.

4. **Payment of Fees to Registrar.** Pool will transfer a down payment toward future Fees of \$5,345 at the time of the signing of this Agreement; the amount of down payment is calculated as the minimum fee paid to registrar for the registration of 250 domain names. Pool will pay to Registrar all Fees due to Registrar for a particular calendar month within thirty days after the end of such month. Payments will be made via check or wire transfer. At the time of payment, Pool will also send to registrar a detailed summary of all Fees owed to Registrar for Services. In the event Pool experiences a charge-back or otherwise discounts or refunds a customer for all or any portion of a Service fee, and Pool has already paid Registrar a Fee for such Service, Pool will deduct the payment made to Registrar in connection with such Service from a current or future payment to Registrar.

5. **Term and Termination.** This Agreement will have an initial term of one year and, unless 30 days' prior written notice is provided by either party, will be automatically extended for successive one-year periods on the same terms and conditions expressed herein, or as may be amended by the parties. Either party may terminate this Agreement without penalty on thirty days prior written notice to the other party. This Agreement may be terminated by either party, upon written notice: (i) upon the institution by the other party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of its debts, which are not dismissed or otherwise resolved in its favor within 60 days thereafter; (ii) upon the other party's making a general assignment for the benefit of creditors; or (iii) upon the other party's dissolution or ceasing to conduct business in the ordinary course.

6. **Confidentiality.** The parties will have access to certain confidential and proprietary information of the other party ("Confidential Information"). Confidential Information includes information either marked as confidential or information known by the receiving party as being treated by the disclosing party as confidential. Each party agrees to keep Confidential Information confidential and not to use such information except as authorized by this Agreement or otherwise authorized by the disclosing party, and use at least the same degree of care (and not less than a reasonable degree of care) that it uses to protect its own confidential information. Each party may disclose Confidential Information to its employees, contractors, or agents who reasonably require access in order to carry out the terms of this Agreement and who have been informed of and are obligated to maintain confidentiality. Confidential Information does not include information that: (i) was in the public domain at the time it was disclosed or has become in the public domain through no fault of the receiving party; (ii) was known to the receiving party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the disclosing party; (iv) was independently developed by the receiving party without any use of the Confidential Information; (v) becomes known to the receiving party, without restriction, from a source other than the disclosing party, without breach of this Agreement, by the receiving party; or (vi) is disclosed generally to third parties by the disclosing party without restrictions similar to those contained in this Agreement. The receiving party may disclose the other party's Confidential Information to the extent such disclosure is required by order or requirement of a court, administrative agency, or other governmental body, but only if the receiving party provides prompt notice thereof to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

7. **Press Release.** The parties will cooperate in issuing a jointly approved press release concerning this Agreement, including (without limitation), at Pool's discretion, an initial such release within thirty (30) days after the Effective Date of this Agreement announcing this Agreement and the appointment of Company as a Pool Registrar partner.

Y/K.

www.pool.com/affiliate_agreement.aspx (as may be amended from time to time in accordance with the terms therein) is incorporated into this Agreement by reference.

14. **Miscellaneous.** Non-performance of either party will be excused to the extent that performance is rendered impossible by any force majeure event and not caused by the gross negligence or willful misconduct of the non-performing party. The relationship of the parties established by this Agreement is that of independent contractors. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, will be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules, which Rules are deemed to be incorporated by reference into this clause. The parties will endeavor to settle amicably by mutual discussions any disputes, differences or claims whatsoever related to this Agreement. This Agreement, together with all exhibits and attachments hereto, sets forth the entire agreement and understanding of the parties relating to the subject matter herein (other than agreements relating to confidentiality) and merges all prior discussions between them. Except as set forth in Section 13, No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both parties, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. Neither party may assign this Agreement, or assign or delegate any right or obligation hereunder, without the prior written consent of the other party, except in the case of a sale or other transfer of substantially all of such party's assets or equity, whether by sale of assets or stock or by merger or other reorganization, provided that the assignee has agreed in writing to be bound by all the terms and conditions of this Agreement. Subject to the foregoing sentence, this Agreement will be binding on each party's respective successors and assigns. If any provision in this Agreement is found invalid then such provision will be construed, if feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it will be severed from the remainder of this Agreement, and the parties will negotiate, in good faith, a substitute, valid and enforceable provision that most nearly effects the parties' intent in entering into this Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which when taken together will constitute a single instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf on the Effective Date by their respective duly authorized representatives.

Pool.com Inc.:

By: _____
Name: _____
Title: _____

"Registrar":

By: _____
Name: Yoav Keren
Title: Co-CEO

8. Trade Marks.

8.1 License. During the term of this Agreement, each party is hereby granted a non-exclusive non-transferable royalty free license to use the trade marks, trade names, service marks, domain names and logos of the other party (collectively, the "Trade Marks") in connection with this Agreement provided, however, that nothing herein will grant a party any right, title or interest in Trade Marks of the other party except as expressly specified in this Agreement.

8.2 Restrictions. Any and all goodwill arising from use of the Trade Marks of a particular party will inure solely to the benefit of such party. Neither party will assert any claim to the Trade Marks of the other party or goodwill associated therewith. Neither party will challenge the validity of or attempt to register any Trade Mark of the other party, nor will it adopt any derivative or confusingly similar trade marks, domain names, brands or marks or create any combination marks with any Trade Mark of the other party.

8.3 Usage. Each party will use the Trade Marks of the other party only in accordance with such party's trade mark usage policies as such may be in effect from time to time and only in accordance with this Agreement. If at any time a party reasonably believes that the use of its Trade Marks by the other party fails to otherwise comply with such party's trade mark usage guidelines, such party will so notify the other party in writing. Upon receipt of such notification, the notified party will immediately initiate steps to conform with the trade mark usage guidelines and will effect such conformance or cure within 15 days.

9. Ownership. Each party will retain ownership of its intellectual property. Except as expressly provided in this agreement, neither party is authorized or licensed to use the other party's intellectual property.

10. Indemnity. Each party, at its own expense, will defend, indemnify and hold the other party, its officers, directors, employees, agents and successors harmless against any liability, or any litigation cost or expense (including attorneys' fees), arising out of acts or omissions of the indemnifying party's agents or employees, breach of any provisions of this agreement, or operation of such indemnifying party's business; provided that the indemnified party provides the indemnifying party with: (i) prompt written notice of such claim, and (ii) proper and full information and assistance to settle or defend any such claim. The indemnifying party will not enter into any settlement or compromise of any indemnifiable claim without the indemnified party's prior written permission, which permission shall not be unreasonably withheld or delayed.

11. Disclaimer. REGISTRAR ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE PROVIDED "AS IS," AND THAT POOL MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS, ON ITS OWN BEHALF ON AND BEHALF OF ITS SUPPLIERS AND LICENSORS, ANY WARRANTIES AS TO THE USEFULNESS, ACCURACY, RELIABILITY, NON-INFRINGEMENT OR EFFECTIVENESS OF SUCH SERVICES OR THAT ANY OF SUCH SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR THAT DEFECTS HAVE OR WILL BE CORRECTED, OR THAT SUCH SERVICES WILL MEET THE NEEDS OF ANY PARTY. WITHOUT LIMITING THE FOREGOING, POOL DISCLAIMS ALL WARRANTIES OF REASONABLE SKILL OR CARE. IN NO EVENT WILL POOL BE LIABLE TO REGISTRAR FOR ANY FAILURE, DISRUPTION, DOWNTIME, INCORRECT LINKAGE OR OTHER NON-PERFORMANCE OF THE SERVICES. POOL'S SOLE LIABILITY, AND REGISTRAR'S SOLE REMEDY, WITH RESPECT TO SUCH WARRANTY WILL BE POOL'S OBLIGATION TO CORRECT ERRORS WITH A LEVEL OF EFFORT COMMENSURATE WITH THE SEVERITY OF THE ERROR. POOL ACKNOWLEDGES AND AGREES THAT THE DOMAIN REGISTRATION SERVICES ARE PROVIDED "AS IS," AND THAT REGISTRAR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS, ON ITS OWN BEHALF ON AND BEHALF OF ITS SUPPLIERS AND LICENSORS, ANY WARRANTIES AS TO THE USEFULNESS, ACCURACY, RELIABILITY, NON-INFRINGEMENT OR EFFECTIVENESS OF SUCH SERVICES OR THAT ANY OF SUCH SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR THAT DEFECTS HAVE OR WILL BE CORRECTED, OR THAT SUCH SERVICES WILL MEET THE NEEDS OF ANY PARTY. WITHOUT LIMITING THE FOREGOING, REGISTRAR DISCLAIMS ALL WARRANTIES OF REASONABLE SKILL OR CARE. IN NO EVENT WILL REGISTRAR BE LIABLE TO POOL FOR ANY FAILURE, DISRUPTION, DOWNTIME, INCORRECT LINKAGE OR OTHER NON-PERFORMANCE OF THE SERVICES. REGISTRAR'S SOLE LIABILITY, AND POOL'S SOLE REMEDY, WITH RESPECT TO SUCH WARRANTY WILL BE REGISTRAR'S OBLIGATION TO CORRECT ERRORS WITH A LEVEL OF EFFORT COMMENSURATE WITH THE SEVERITY OF THE ERROR.

12. Limitation of Liability. IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FROM ANY CAUSE EXCEED FEES PAID BY POOL TO REGISTRAR UNDER THIS AGREEMENT FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE. IN ADDITION, IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES, OR EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES OR LOSS OF PROFITS), EVEN IF SUCH PARTY, ITS AFFILIATES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING SERVICES TO THE OTHER PARTY OR ANY OTHER PERFORMANCE UNDER THIS AGREEMENT. Neither party will be liable for delays in data transmission.

13. Pool Affiliate Relationship. In the event Registrar acts as a reseller or affiliate of the Services at any time during the term of this Agreement, the terms and conditions contained in the Pool Affiliate Agreement located at

**Amendment to
Pool.com Registrar Partner Agreement**

This Amendment (this "Amendment") to that certain Pool.com Registrar Partner Agreement by and between Pool.com Inc., a Canadian corporation with offices at 43 Auriga Dr. Ottawa, ON, Canada, K2E 7Y8 and Registrar, The Net Technology Ltd. (the "Agreement") is effective as of November 1, 2003 by and between Pool and Registrar. Capitalized terms used herein will have the definitions set forth in the Agreement unless otherwise defined herein.

The parties hereto agree as follows:

1. This amendment will be effective only as of November 1, 2003.
2. Section 3 of the Agreement is amended and restated in its entirety as follows:

"3. **Fees:** Pool will calculate Net Revenue for each TLD for a given calendar month generated from all registrars in the Pool system. Pool will distribute 50% of total Pool Net Revenue equally to each Registrar participating in registering such TLD (subject to appropriate pro-rata adjustment for registrars who were live in the Pool system for less than the entire month) ("Fees"). Net Revenue means gross fees actually collected from a customer for a Service, including without limitation backorder fees and fees collected from completed auctions of backordered domains, less refunds, reimbursed registry fees, discounts, third party selling/affiliate commissions, credit card and bank fees (Pool will deduct 5% for credit card and bank fees) and any taxes. Current Service fees are available at www.pool.com, and may be amended from time to time in Pool's sole discretion. In addition to the Fees above, Pool will reimburse registry fees incurred by Registrar and such fees will be deducted in determining Net Revenue.

Registrar will give Pool exclusive and continual access to 100% of the connections allocated to Registrar by each registrar registering deleted domains and will not, during the term of this Agreement, use such registry connections in any way to compete (alone or with any third party) with Pool in the business of registering deleted domains.

3. All other terms of the Agreement will remain unchanged.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed on its behalf on November 1, 2003 by their respective duly authorized representatives.

Pool.com Inc.:

By: [Signature]
Name: Len Randles
Title: Vice President

"Registrar":

By: [Signature]
Name: Yotam Keren
Title: CEO

Pool.com Registrar Partner Agreement

This Registrar Partner Agreement (this "Agreement") is entered into on 08-29, 2003 (the "Effective Date") by and between Pool.com Inc., a Canadian corporation with offices at 43 Auriga Dr. Ottawa, ON, Canada, K2E 7Y8 ("Pool") and DomainsToBeSeen.com, Division of R. Lee Chambers Company LLC, with offices at 6441 Bonny Oaks Drive, Suite "C", Chattanooga, TN 37416-3537 ("Registrar").

The parties hereto agree as follows:

1. **Pool Services.** Pool offers domain backorders, domain keyword alerts and other services (the "Services") to customers. Services are currently offered via (i) Pool's website, located at www.pool.com, and (ii) a network of resellers/affiliates that either link to Pool's website or offer the Services via a co-branded or "white-labeled" Pool website. Pool may also offer the Services through additional channels in the future. Pool registers backordered domains on behalf of its customers through its network of accredited registrars.

2. **Domain Registration.** Registrar, an accredited registrar, agrees to provide domain registration services to Pool on behalf of Pool's customers. Pool and Registrar will cooperate to facilitate registrations of Pool's backordered domains; provided, however, the parties will at all times maintain full compliance with all applicable registry, ICANN and any other governing body's policies, rules and procedures. Pool will not modify or delete domains other than domains registered on behalf of Pool's customers. Pool will bear all hardware and software costs in facilitating registrations.

3. **Fees.** Pool will pay to Registrar Fifty Percent of the "Net Revenue" generated from Services completed by Registrar on behalf of Pool's customers ("Fees"); provided that the aggregate Fees for any particular calendar month will not be less than \$25,000 (pro-rated for partial months), for so long as and to the extent 100% of the Registrar's connections are live in the Pool system. Provided that the go-live date of the Pool Services on Registrar is no later than September 1, 2003, Pool will pay to Registrar an aggregate of \$20,000 as follows (such payment to be made within 5 business days of the actual go-live date): (i) \$10,000 as an advance on future Fees, and (ii) \$10,000 as a one-time "signing" fee, which is non-refundable. Pool will also reimburse registry fees (\$6 per domain) to Registrar for each domain registered on behalf of Pool's customers by Registrar.

"Net Revenue" means gross fees actually collected from a customer for a Service, including without limitation backorder fees and fees collected from completed auctions of backordered domains, less refunds, reimbursed registry fees, discounts, bona fide third party selling/affiliate commissions, credit card and bank fees (Pool will deduct 5% for credit card and bank fees) and any applicable taxes (other than taxes on the income or property of Pool). Current Service fees are available at www.pool.com, and may be amended from time to time in Pool's sole discretion; provided that in no event shall the monthly Fees referenced in the paragraph above be less than \$25,000 during the term of this Agreement.

Pool may, upon at least 15 days prior written notice to Registrar, change its method for paying fees to registrars for subsequent calendar months, including Registrar, in order to provide equal payments to all registrars in the Pool system. Instead of the method set forth in the immediately preceding paragraph, Pool would calculate Fees as follows (the "Shared Fee System"): Pool will calculate Net Revenue for a given calendar month generated from all registrars in the Pool system. Pool will distribute 50% of total Pool Net Revenue equally to each registrar (subject to appropriate pro-rata adjustment downward for registrars who were live in the Pool system for less than the entire month).

Registrar will give Pool exclusive and continual access to 100% of the connections allocated to Registrar by each registry for registering deleted domains and will not, during the term of this Agreement, use such registry connections in any way to compete (alone or with any third party) with Pool in the business of registering deleted domains.

4. **Payment of Fees to Registrar.** Pool will pay to Registrar all Fees due to Registrar for a particular calendar month as soon as commercially reasonable, and not later than thirty days after the end of such month. Payments will be made via check or wire transfer as requested by Registrar. In the event Registrar chooses to receive payments via wire transfer, Pool will deduct any actual third-party wire transfer fees incurred by Pool for such service. At the time of payment, Pool will also send to registrar a detailed summary of all Fees owed to Registrar for Services. In the event Pool experiences a charge-back or otherwise discounts or refunds a customer for all or any portion of a Service fee, and Pool has already paid Registrar a Fee for such Service, Pool will deduct the payment made to Registrar in connection with such Service from a current or future payment to Registrar. In the event Pool moves to a Shared Fee System, any charge-backs, discounts, etc. will be deducted from total Pool revenue (in determining Net Revenue) in the month such charge is experienced by Pool and such cost will therefore be spread evenly among all Pool registrars.

5. **Term and Termination.** This Agreement will have an initial term of one year and, unless 30 days' prior written notice is provided by either party, will be automatically extended for successive one-year periods on the same terms and conditions expressed herein, or as may be amended by the parties. Either party may terminate this Agreement without penalty on thirty days prior written notice to the other party. In the event that VeriSign Global Registry Services implements the Wait-Listing Service ("WLS"), Pool may terminate this Agreement upon one day's prior notice. This Agreement may be terminated by either party, upon written notice: (i) upon the institution by the other party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of its debts, which are not dismissed or otherwise resolved in its favor within 60 days thereafter; (ii) upon the other party's making a general assignment for the benefit of creditors; or (iii) upon the other party's dissolution or ceasing to conduct business in the ordinary course.

6. **Confidentiality.** The parties will have access to certain confidential and proprietary information of the other party ("Confidential Information"). Confidential Information includes information either marked as confidential or information known by the receiving party as being treated by the disclosing party as confidential. Each party agrees to keep Confidential Information confidential and not to use such information except as authorized by this Agreement or otherwise authorized by the disclosing party, and use at least the same degree of care (and not less than a reasonable degree of care) that it uses to protect its own confidential information. Each party may disclose Confidential Information to its employees, contractors, or agents who reasonably require access in order to carry out the terms of this Agreement and who have been informed of and are obligated to maintain confidentiality. Confidential Information does not include information that: (i) was in the public domain at the time it was disclosed or has become in the public domain through no fault of the receiving party; (ii) was known to the receiving party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the disclosing party; (iv) was independently developed by the receiving party without any use of the Confidential Information; (v) becomes known to the receiving party, without restriction, from a source other than the disclosing party, without breach of this Agreement, by the receiving party; or (vi) is disclosed generally to third parties by the disclosing party without restrictions similar to those contained in this Agreement. The receiving party may disclose the other party's Confidential Information to the extent such disclosure is required by order or requirement of a court, administrative agency, or other governmental body, but only if the receiving party provides prompt notice thereof to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. The financial and other terms of this Agreement are "Confidential Information" under this Section 6.

7. **Press Release.** The parties will cooperate in issuing a jointly approved press release concerning this Agreement, including (without limitation), at Pool's discretion, an initial such release within thirty (30) days after the Effective Date of this Agreement announcing this Agreement and the appointment of Company as a Pool Registrar partner.

8. **Trade Marks.**

8.1 **License.** During the term of this Agreement, each party is hereby granted a non-exclusive non-transferable royalty free license to use the trade marks, trade names, service marks, domain names and logos of the other party (collectively, the "Trade Marks") in connection with this Agreement provided, however, that nothing herein will grant a party any right, title or interest in Trade Marks of the other party except as expressly specified in this Agreement.

8.2 **Restrictions.** Any and all goodwill arising from use of the Trade Marks of a particular party will inure solely to the benefit of such party. Neither party will assert any claim to the Trade Marks of the other party or goodwill associated therewith. Neither party will challenge the validity of or attempt to register any Trade Mark of the other party, nor will it adopt any derivative or confusingly similar trade marks, domain names, brands or marks or create any combination marks with any Trade Mark of the other party.

8.3 **Usage.** Each party will use the Trade Marks of the other party only in accordance with such party's trade mark usage policies as such may be in effect from time to time and only in accordance with this Agreement. If at any time a party reasonably believes that the use of its Trade Marks by the other party fails to otherwise comply with such party's trade mark usage guidelines, such party will so notify the other party in writing. Upon receipt of such notification, the notified party will immediately initiate steps to conform with the trade mark usage guidelines and will effect such conformance or cure within 15 days.

9. **Ownership.** Each party will retain ownership of its intellectual property. Except as expressly provided in this agreement, neither party is authorized or licensed to use the other party's intellectual property.

10. **Indemnity.** Each party, at its own expense, will defend, indemnify and hold the other party, its officers, directors, employees, agents and successors harmless against any liability, or any litigation cost or expense (including attorneys' fees), arising out of acts or omissions of the indemnifying party's agents or employees, breach of any provisions of this agreement, or operation of such indemnifying party's business; provided that the indemnified party provides the indemnifying party with: (i) prompt written notice of such claim, and (ii) proper and full information and assistance to settle or defend any such claim. The indemnifying party will not enter into any settlement or compromise of any indemnifiable claim without the indemnified party's prior written permission, which permission shall not be unreasonably withheld or delayed.

11. **Disclaimer.** REGISTRAR ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE PROVIDED "AS IS," AND THAT POOL MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS, ON ITS OWN BEHALF ON AND BEHALF OF ITS SUPPLIERS AND LICENSORS, ANY WARRANTIES AS TO THE USEFULNESS, ACCURACY, RELIABILITY, NON-INFRINGEMENT OR EFFECTIVENESS OF SUCH SERVICES OR THAT ANY OF SUCH SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR THAT DEFECTS HAVE OR WILL BE CORRECTED, OR THAT SUCH SERVICES WILL MEET THE NEEDS OF ANY PARTY. WITHOUT LIMITING THE FOREGOING, POOL DISCLAIMS ALL WARRANTIES OF REASONABLE SKILL OR CARE. IN NO EVENT WILL POOL BE LIABLE TO REGISTRAR FOR ANY FAILURE, DISRUPTION, DOWNTIME, INCORRECT LINKAGE OR OTHER NON-PERFORMANCE OF THE SERVICES. POOL'S SOLE LIABILITY, AND REGISTRAR'S SOLE REMEDY, WITH RESPECT TO SUCH WARRANTY WILL BE POOL'S OBLIGATION TO CORRECT ERRORS WITH A LEVEL OF EFFORT COMMENSURATE WITH THE SEVERITY OF THE ERROR.

12. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTYS LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FROM ANY CAUSE EXCEED FEES PAID BY POOL TO REGISTRAR UNDER THIS AGREEMENT FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE. IN ADDITION, IN NO

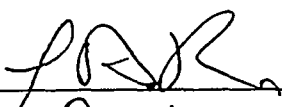
EVENT WILL EITHER PARTY, ITS AFFILIATES, OR EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES OR LOSS OF PROFITS), EVEN IF SUCH PARTY, ITS AFFILIATES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING SERVICES TO THE OTHER PARTY OR ANY OTHER PERFORMANCE UNDER THIS AGREEMENT. Neither party will be liable for delays in data transmission.

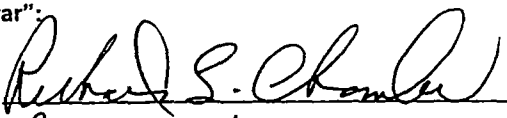
13. **Pool Affiliate Relationship.** In the event Registrar acts as a reseller or affiliate of the Services at any time during the term of this Agreement, the terms and conditions contained in the Pool Affiliate Agreement located at www.pool.com/affiliate_agreement.aspx (as may be amended from time to time in accordance with the terms therein) is incorporated into this Agreement by reference.

14. **Miscellaneous.** Non-performance of either party will be excused to the extent that performance is rendered impossible by any force majeure event and not caused by the gross negligence or willful misconduct of the non-performing party. The relationship of the parties established by this Agreement is that of independent contractors. This Agreement will be governed by and construed under the laws of the Province of Ontario, Canada without reference to conflict of law principles. Each party submits to the exclusive subject matter jurisdiction, personal jurisdiction and venue of the courts of that Province. The parties will endeavor to settle amicably by mutual discussions any disputes, differences or claims whatsoever related to this Agreement. This Agreement, together with all exhibits and attachments hereto, sets forth the entire agreement and understanding of the parties relating to the subject matter herein (other than agreements relating to confidentiality) and merges all prior discussions between them. Except as set forth in Section 13, No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both parties, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. Neither party may assign this Agreement, or assign or delegate any right or obligation hereunder, without the prior written consent of the other party, except in the case of a sale or other transfer of substantially all of such party's assets or equity, whether by sale of assets or stock or by merger or other reorganization, provided that the assignee has agreed in writing to be bound by all the terms and conditions of this Agreement. Subject to the foregoing sentence, this Agreement will be binding on each party's respective successors and assigns. If any provision in this Agreement is found invalid then such provision will be construed, if feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it will be severed from the remainder of this Agreement, and the parties will negotiate, in good faith, a substitute, valid and enforceable provision that most nearly effects the parties' intent in entering into this Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which when taken together will constitute a single instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf on the Effective Date by their respective duly authorized representatives.

Pool.com Inc.:

By: 
Name: Len Bayles
Title: Vice President

"Registrar":
By: 
Name: RICHARD L. CHAMBERS
Title: MANAGING PRINCIPAL (MEMBER)

FROM : R LEE CHAMBERS CO

DEC. 1. 2003 10:19AM P 2
PHONE NO. : 423 238 6363

Page 1 of 2

Richard L.Chambers

From: Taryn Naidu [taryn@pool.com]
Sent: Wednesday, November 26, 2003 6:16 PM
To: chambers@rlcco.com
Subject: Registrar Partner Agreement
Follow Up Flag: Follow up
Due By: Sunday, November 30, 2003 5:00 PM
Flag Status: Flagged

Dear Richard,

I am writing to inform you of a necessary change to our Registrar Partner Agreement. As you may know, Verisign has reduced the number of connections a Registrar may use to access the auto-pool from 40 down to 30, a 25% decrease. As a result of this change, it has become necessary for us to reduce the level of guaranteed fees payable to you by a similar 25%.

This does not mean we will be decreasing the revenue share. We will still be distributing 50% of net revenue among all registrar partners equally. All we feel is necessary at this time is to reduce the guarantee associated with your agreement with us. As a result of this change, your monthly fee guarantee will be reduced to \$18,750.

Although the number of connections decreased earlier this month (November), we will not implement this change until December.

If you are in agreement with this change, please print this email, sign below and return it to us via fax at 613-221-1209. We will counter-sign it and return it to you. If you have questions or wish to discuss this with us, please contact me or Len Bayles directly.

I also want to let you know that we have added backorder functionality for .org, .info and .biz and we are preparing to launch .ca, .de and .co.uk in the near future. Substantial additional revenues have been realized for test registrars participating in registering these new domains on behalf of Pool's customers. If you would like to participate in new and future domain registrations for these domains, please contact me at your earliest convenience.

Taryn Naidu
Operations Manager
Pool.com

DomainsToBeSeen.com, Division of R.Lee Chambers Company LLC agrees to amend its Registrar Partner Agreement with Pool.com, Inc., solely to reduce the monthly fee guarantee to \$18,750. This change will take effect beginning in December, 2003.

By: 

Name: RICHARD L. CHAMBERS

Title: MANAGING PRINCIPAL

Date: 12-1-03

AGREED:

POOL.COM, INC.:

11/30/2003

Pool.com Registrar Partner Agreement

This Registrar Partner Agreement (this "Agreement") is entered into on June 30, 2003 (the "Effective Date") by and between Pool.com Inc., a Canadian corporation with offices at 43 Auriga Dr. Ottawa, ON, Canada, K2E 7Y8 ("Pool") and ~~Endicra~~, a ~~USA~~ corporation with offices at PO BOX 164, READING MA 01867 ("Registrar").

The parties hereto agree as follows:

1. **Pool Services.** Pool offers domain backorders, domain keyword alerts and other services (the "Services") to customers. Services are currently offered via (i) Pool's website, located at www.pool.com, and (ii) a network of resellers/affiliates that either link to Pool's website or offer the Services via a co-branded or "white-labeled" Pool website. Pool may also offer the Services through additional channels in the future. Pool registers backordered domains on behalf of its customers through its network of accredited registrars.

2. **Domain Registration.** Registrar, an accredited registrar, agrees to provide domain registration services to Pool on behalf of Pool's customers. Pool and Registrar will cooperate to facilitate registrations of Pool's backordered domains; provided, however, the parties will at all times maintain full compliance with all applicable registry, ICANN and any other governing body's policies, rules and procedures.

3. **Fees.** Pool will pay a fee of \$15,000 per calendar month to Registrar (pro-rated for any partial month(s)). In addition, Pool will reimburse Registrar for all Registry fees (\$6 per domain) incurred in connection with the registration of domains on behalf of Pool's customers. Pool will only register backordered domains for a one year period unless the registry requires a longer period (and in any case Pool will reimburse all registry fees to Registrar). Registrar will give Pool exclusive and continual access to 100% of the connections allocated by each registry for registering deleted domains and will not, during the term of this Agreement, compete (alone or with any third party) with Pool in the business of registering deleted domains. Registrar will supply these connections to Pool no later than July 30, 2003. Pool will disclose to Registrar the revenue share that Registrar would have earned for past calendar months if Registrar had chosen a revenue share arrangement with Pool, and Registrar may at any time request Pool to change the fee arrangement to Pool's standard net revenue split for subsequent calendar months in lieu of the flat fee and registry fee reimbursement referenced above. Following such a request, the parties may agree to amend this agreement to reflect such change. Pool will pay \$3,000 to Registrar on the "go live" date of the Services as an advance on future Fees, which will be no later than July 30, 2003.

4. **Payment of Fees to Registrar.** Pool will pay to Registrar all Fees due to Registrar for a particular calendar month within fifteen days after the end of such month; provided that if Registrar changes to a revenue share model, payments for Fees will instead be made within thirty days after the end of such month. Payments will be made via check or wire transfer. At the time of payment, Pool will also send to Registrar a detailed summary of all Fees owed to Registrar for Services. In the event Pool experiences a charge-back or otherwise discounts or refunds a customer for all or any portion of a Service fee, and Pool has already paid Registrar a Fee for such Service, Pool will deduct the payment made to Registrar in connection with such Service from a current or future payment to Registrar.

5. **Term and Termination.** This Agreement will have an initial term of one year and, unless 30 days' prior written notice is provided by either party, will be automatically extended for successive one-year periods on the same terms and conditions expressed herein, or as may be amended by the parties. Either party may terminate this Agreement upon one day's prior notice in the event "WLS" goes live. Either party may terminate this Agreement without penalty on thirty days prior written notice to the other party. This Agreement may be terminated by either party, upon written notice: (i) upon the institution by the other party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of its debts, which are not dismissed or otherwise resolved in its favor within 60 days thereafter; (ii) upon the other party's making a general assignment for the benefit of creditors; or (iii) upon the other party's dissolution or ceasing to conduct business in the ordinary course.

6. **Confidentiality.** The parties will have access to certain confidential and proprietary information of the other party ("Confidential Information"). Confidential Information includes information either marked as confidential or information known by the receiving party as being treated by the disclosing party as confidential. Each party agrees to keep Confidential Information confidential and not to use such information except as authorized by this Agreement or otherwise authorized by the disclosing party, and use at least the same degree of care (and not less than a reasonable degree of care) that it uses to protect its own confidential information. Each party may disclose Confidential Information to its employees, contractors, or agents who reasonably require access in order to carry out the terms of this Agreement and who have been informed of and are obligated to maintain confidentiality. Confidential Information does not include information that: (i) was in the public domain at the time it was disclosed or has become in the public domain through no fault of the receiving party; (ii) was known to the receiving party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the disclosing party; (iv) was independently developed by the receiving party without any use of the Confidential Information; (v) becomes known to the receiving party, without restriction, from a source other than the disclosing party, without breach of this Agreement, by the receiving party; or (vi) is disclosed generally to third parties by the disclosing party without restrictions similar to those contained in this Agreement. The receiving party may disclose the other party's Confidential Information to the extent such disclosure is required by order or requirement of a court, administrative agency, or other governmental body, but only if the receiving party provides prompt notice thereof to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

TB.
3/1/03

7. **Press Release.** The parties will cooperate in issuing a jointly approved press release concerning this Agreement, including (without limitation), at Pool's discretion, an initial such release within thirty (30) days after the Effective Date of this Agreement announcing this Agreement and the appointment of Company as a Pool Registrar partner.

8. **Trade Marks.**

8.1 **License.** During the term of this Agreement, each party is hereby granted a non-exclusive non-transferable royalty free license to use the trade marks, trade names, service marks, domain names and logos of the other party (collectively, the "Trade Marks") in connection with this Agreement provided, however, that nothing herein will grant a party any right, title or interest in Trade Marks of the other party except as expressly specified in this Agreement.

8.2 **Restrictions.** Any and all goodwill arising from use of the Trade Marks of a particular party will inure solely to the benefit of such party. Neither party will assert any claim to the Trade Marks of the other party or goodwill associated therewith. Neither party will challenge the validity of or attempt to register any Trade Mark of the other party, nor will it adopt any derivative or confusingly similar trade marks, domain names, brands or marks or create any combination marks with any Trade Mark of the other party.

8.3 **Usage.** Each party will use the Trade Marks of the other party only in accordance with such party's trade mark usage policies as such may be in effect from time to time and only in accordance with this Agreement. If at any time a party reasonably believes that the use of its Trade Marks by the other party fails to otherwise comply with such party's trade mark usage guidelines, such party will so notify the other party in writing. Upon receipt of such notification, the notified party will immediately initiate steps to conform with the trade mark usage guidelines and will effect such conformance or cure within 15 days.

9. **Ownership.** Each party will retain ownership of its intellectual property. Except as expressly provided in this agreement, neither party is authorized or licensed to use the other party's intellectual property.

10. **Indemnity.** Each party, at its own expense, will defend, indemnify and hold the other party, its officers, directors, employees, agents and successors harmless against any liability, or any litigation cost or expense (including attorneys' fees), arising out of acts or omissions of the indemnifying party's agents or employees, breach of any provisions of this agreement, or operation of such indemnifying party's business; provided that the indemnified party provides the indemnifying party with: (i) prompt written notice of such claim, and (ii) proper and full information and assistance to settle or defend any such claim. The indemnifying party will not enter into any settlement or compromise of any indemnifiable claim without the indemnified party's prior written permission, which permission shall not be unreasonably withheld or delayed.

11. **Disclaimer.** REGISTRAR ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE PROVIDED "AS IS," AND THAT POOL MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS, ON ITS OWN BEHALF ON AND BEHALF OF ITS SUPPLIERS AND LICENSORS, ANY WARRANTIES AS TO THE USEFULNESS, ACCURACY, RELIABILITY, NON-INFRINGEMENT OR EFFECTIVENESS OF SUCH SERVICES OR THAT ANY OF SUCH SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR THAT DEFECTS HAVE OR WILL BE CORRECTED, OR THAT SUCH SERVICES WILL MEET THE NEEDS OF ANY PARTY. WITHOUT LIMITING THE FOREGOING, POOL DISCLAIMS ALL WARRANTIES OF REASONABLE SKILL OR CARE. IN NO EVENT WILL POOL BE LIABLE TO REGISTRAR FOR ANY FAILURE, DISRUPTION, DOWNTIME, INCORRECT LINKAGE OR OTHER NON-PERFORMANCE OF THE SERVICES. POOL'S SOLE LIABILITY, AND REGISTRAR'S SOLE REMEDY, WITH RESPECT TO SUCH WARRANTY WILL BE POOL'S OBLIGATION TO CORRECT ERRORS WITH A LEVEL OF EFFORT COMMENSURATE WITH THE SEVERITY OF THE ERROR.

12. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTYS LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FROM ANY CAUSE EXCEED FEES PAID BY POOL TO REGISTRAR UNDER THIS AGREEMENT FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE. IN ADDITION, IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES, OR EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES OR LOSS OF PROFITS), EVEN IF SUCH PARTY, ITS AFFILIATES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING SERVICES TO THE OTHER PARTY OR ANY OTHER PERFORMANCE UNDER THIS AGREEMENT. Neither party will be liable for delays in data transmission.

13. **Pool Affiliate Relationship.** In the event Registrar acts as a reseller or affiliate of the Services at any time during the term of this Agreement, the terms and conditions contained in the Pool Affiliate Agreement located at www.pool.com/affiliate_agreement.aspx (as may be amended from time to time in accordance with the terms therein) is incorporated into this Agreement by reference.

14. **Miscellaneous.** Non-performance of either party will be excused to the extent that performance is rendered impossible by any force majeure event and not caused by the gross negligence or willful misconduct of the non-performing party. The relationship of the parties established by this Agreement is that of independent contractors. This Agreement will be governed by and construed under the laws of the Province of Ontario, Canada without reference to conflict of law principles. Each party

submits to the exclusive subject matter jurisdiction, personal jurisdiction and venue of the courts of that Province. Each party agrees that any action, suit or application will be brought and heard in Ottawa, Canada. The parties will endeavor to settle amicably by mutual discussions any disputes, differences or claims whatsoever related to this Agreement. This Agreement, together with all exhibits and attachments hereto, sets forth the entire agreement and understanding of the parties relating to the subject matter herein (other than agreements relating to confidentiality) and merges all prior discussions between them. Except as set forth in Section 13, No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both parties, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. Neither party may assign this Agreement, or assign or delegate any right or obligation hereunder, without the prior written consent of the other party, except in the case of a sale or other transfer of substantially all of such party's assets or equity, whether by sale of assets or stock or by merger or other reorganization, provided that the assignee has agreed in writing to be bound by all the terms and conditions of this Agreement. Subject to the foregoing sentence, this Agreement will be binding on each party's respective successors and assigns. If any provision in this Agreement is found invalid then such provision will be construed, if feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it will be severed from the remainder of this Agreement, and the parties will negotiate, in good faith, a substitute, valid and enforceable provision that most nearly effects the parties' intent in entering into this Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which when taken together will constitute a single instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf on the Effective Date by their respective duly authorized representatives.

Pool.com Inc.:

By: _____

Name: _____

Title: _____

"Registrar":

By: _____

Name: _____

Title: _____

Amendment No. 1 to
Pool.com Registrar Partner Agreement
by and between Pool.com & Encirca

This Amendment No. 1 (this "Amendment") to that certain Pool.com Registrar Partner Agreement by and between Pool.com Inc., a Canadian corporation with offices at 43 Auriga Dr. Ottawa, ON, Canada, K2E 7Y8 and Encirca (the "Agreement") is entered into as of August 15, 2003 by and between Pool and Registrar. Capitalized terms used herein will have the definitions set forth in the Agreement unless otherwise defined herein.

The parties hereto agree as follows:

1. Section 3 of the Agreement is amended and restated in its entirety as follows:

"3. Fees. Beginning on August 15, 2003, Pool will pay to Registrar Fifty Percent of the "Net Revenue" generated from Services completed by Registrar on behalf of Pool's customers ("Fees"); provided that the aggregate Fees for any particular calendar month will not be less than \$15,000 (pro-rated for partial months), for so long as and to the extent 100% of the Registrar's connections are live in the Pool system. Pool will also reimburse registry fees (\$6 per domain) to Registrar for each domain registered on behalf of Pool's customers by Registrar. "Net Revenue" means gross fees actually collected from a customer for a Service, including without limitation backorder fees and fees collected from completed auctions of backordered domains, less refunds, registry fees, discounts, third party selling/affiliate commissions, credit card and bank fees (Pool will deduct 5% for credit card and bank fees) and any taxes. Current Service fees are available at www.pool.com, and may be amended from time to time in Pool's sole discretion.

Pool may, upon prior written notice to Registrar, change its method for paying fees to registrars, including Registrar, in order to provide equal payments to all registrars in the Pool system. Instead of the method set forth in the immediately preceding paragraph, Pool would calculate Fees as follows (the "Shared Fee System"): Pool will calculate Net Revenue for a given calendar month generated from all registrars in the Pool system. Pool will distribute 50% of total Pool Net Revenue equally to each registrar (subject to appropriate pro-rata adjustment downward for registrars who were live in the Pool system for less than the entire month).

Registrar will give Pool exclusive and continual access to 100% of the connections allocated to Registrar by each registry for registering deleted domains and will not, during the term of this Agreement, use such registry connections in any way to compete (alone or with any third party) with Pool in the business of registering deleted domains."

2. Section 4 of the Agreement is amended and restated in its entirety as follows:

"4. Payment of Fees to Registrar. Pool will pay to Registrar all Fees due to Registrar for a particular calendar month as soon as commercially reasonable, and not later than thirty days after the end of such month. Payments will be made via check or wire transfer. At the time of payment, Pool will also send to registrar a detailed summary of all Fees owed to Registrar for Services. In the event Pool experiences a charge-back or otherwise discounts or refunds a customer for all or any portion of a Service fee, and Pool has already paid Registrar a Fee for such Service, Pool will deduct the payment made to Registrar in connection with such Service from a current or future payment to Registrar. In the event Pool moves to a Shared Fee System, any charge-backs, discounts, etc. will be deducted from total Pool revenue (in determining Net Revenue) in the month such charge is experienced by Pool and such cost will therefore be spread evenly among all Pool registrars."

TB
8/18/03

3. The following sentence is added to the end of Section 5:

"Either party may terminate this Agreement on one day's prior written notice."

The sentence regarding one day's termination by either party in the event WLS goes live is deleted as well as the sentence regarding 30 day notice by either party

TB 8/18/03

Section 5 otherwise remains unchanged.

4. The following sentence is added to the end of Section 6:

"The financial and other terms of this Agreement are "Confidential Information" under this Section 6."

Section 6 otherwise remains unchanged.

5. All other terms of the Agreement remain unchanged.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed on its behalf on August 15, 2003 by their respective duly authorized representatives.

Pool.com Inc.:

By: 

Name: Len Bayles

Title: Vice President

"Registrar":

By: 

Name: THOMAS BARRETT

Title: CEO

8/18/03

Pool.com Partner Agreement

This Partner Partner Agreement (this "Agreement") is entered into on August 18, 2003 (the "Effective Date") by and between Pool.com Inc., a Canadian corporation with offices at 43 Auriga Dr. Ottawa, ON, Canada, K2E 7Y8 ("Pool") and GALLIANO INVESTMENT COMPANY, LTD., a BAHAMAS corporation with offices at 29 RETIREMENT ROAD, NASSAU, BAHAMAS ("Partner").

The parties hereto agree as follows:

1. **Pool Services.** Pool offers domain backorders, domain keyword alerts and other services (the "Services") to customers. Services are currently offered via (i) Pool's website, located at www.pool.com, and (ii) a network of resellers/affiliates that either link to Pool's website or offer the Services via a co-branded or "white-labeled" Pool website. Pool may also offer the Services through additional channels in the future. Pool registers backordered domains on behalf of its customers through its network of accredited registrars.

2. **Domain Registration.** Partner agrees to provide domain registration services to Pool on behalf of Pool's customers through NameKing.com Inc. ("NameKing"), a third-party accredited registrar. Partner represents and warrants that Partner has entered into an agreement with NameKing that gives Partner the right and ability to use Partner's registry connections in accordance with this Agreement. Pool and Partner will cooperate to facilitate registrations of Pool's backordered domains; provided, however, the parties will at all times maintain full compliance with all applicable registry, ICANN and any other governing body's policies, rules and procedures. Pool will not modify or delete domains other than domains registered on behalf of Pool's customers.

3. **Fees.** Pool will pay to Partner Fifty Percent of the "Net Revenue" generated from Services completed by Partner/NameKing on behalf of Pool's customers ("Fees"). "Net Revenue" means gross fees actually collected from a customer for a Service, including without limitation backorder fees and fees collected from completed auctions of backordered domains, less refunds, reimbursed registry fees, discounts, third party selling/affiliate commissions, credit card and bank fees (Pool will deduct 5% for credit card and bank fees) and any taxes. Current Service fees are available at www.pool.com, and may be amended from time to time in Pool's sole discretion.

Pool may, upon prior written notice to Partner, change its method for paying fees to registrars, including Partner, in order to provide equal payments to all registrars in the Pool system. Instead of the method set forth in the immediately preceding paragraph, Pool would calculate Fees as follows (the "Shared Fee System"): Pool will calculate Net Revenue for a given calendar month generated from all registrars in the Pool system. Pool will distribute 50% of total Pool Net Revenue equally to each registrar (subject to appropriate pro-rata adjustment downward for registrars who were live in the Pool system for less than the entire month).

Partner will give Pool exclusive and continual access to 100% of the connections allocated to Partner by each registry for registering deleted domains and will not, during the term of this Agreement, use such registry connections in any way to compete (alone or with any third party) with Pool in the business of registering deleted domains.

4. **Payment of Fees to Partner.** Pool will pay to Partner all Fees due to Partner for a particular calendar month as soon as commercially reasonable, and not later than thirty days after the end of such month. Payments will be made via check or wire transfer. At the time of payment, Pool will also send to registrar a detailed summary of all Fees owed to Partner for Services. In the event Pool experiences a charge-back or otherwise discounts or refunds a customer for all or any portion of a Service fee, and Pool has already paid Partner a Fee for such Service, Pool will deduct the payment made to Partner in connection with such Service from a current or future payment to Partner. In the event Pool moves to a Shared Fee System, any charge-backs, discounts, etc. will be deducted from total Pool revenue (in determining Net Revenue) in the month such charge is experienced by Pool and such cost will therefore be spread evenly among all Pool registrars.

5. **Term and Termination.** This Agreement will have an initial term of one year and, unless 30 days' prior written notice is provided by either party, will be automatically extended for successive one-year periods on the same terms and conditions expressed herein, or as may be amended by the parties. Either party may terminate this Agreement without penalty on thirty days prior written notice to the other party. This Agreement may be terminated by either party, upon written notice: (i) upon the institution by the other party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of its debts, which are not dismissed or otherwise resolved in its favor within 60 days thereafter; (ii) upon the other party's making a general assignment for the benefit of creditors; or (iii) upon the other party's dissolution or ceasing to conduct business in the ordinary course.

6. **Confidentiality.** The parties will have access to certain confidential and proprietary information of the other party ("Confidential Information"). Confidential Information includes information either marked as confidential or information known by the receiving party as being treated by the disclosing party as confidential. Each party agrees to keep Confidential Information confidential and not to use such information except as authorized by this Agreement or otherwise authorized by the disclosing party, and use at least the same degree of care (and not less than a reasonable degree of care) that it uses to protect its own confidential information. Each party may disclose Confidential Information to its employees, contractors, or agents who reasonably require access in order to carry out the terms of this Agreement and who have been informed of and are obligated to maintain confidentiality. Confidential Information does not include information that: (i) was in the public domain at the time it was disclosed or has become in the public domain through no fault of the receiving party; (ii) was known to the receiving party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written

approval of the disclosing party; (iv) was independently developed by the receiving party without any use of the Confidential Information; (v) becomes known to the receiving party, without restriction, from a source other than the disclosing party, without breach of this Agreement, by the receiving party; or (vi) is disclosed generally to third parties by the disclosing party without restrictions similar to those contained in this Agreement. The receiving party may disclose the other party's Confidential Information to the extent such disclosure is required by order or requirement of a court, administrative agency, or other governmental body, but only if the receiving party provides prompt notice thereof to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. The financial and other terms of this Agreement are "Confidential Information" under this Section 6.

7. **Press Release.** The parties will cooperate in issuing a jointly approved press release concerning this Agreement, including (without limitation), at Pool's discretion, an initial such release within thirty (30) days after the Effective Date of this Agreement announcing this Agreement and the appointment of Company as a Pool Partner partner.

8. **Trade Marks.**

8.1 **License.** During the term of this Agreement, each party is hereby granted a non-exclusive non-transferable royalty free license to use the trade marks, trade names, service marks, domain names and logos of the other party (collectively, the "Trade Marks") in connection with this Agreement provided, however, that nothing herein will grant a party any right, title or interest in Trade Marks of the other party except as expressly specified in this Agreement.

8.2 **Restrictions.** Any and all goodwill arising from use of the Trade Marks of a particular party will inure solely to the benefit of such party. Neither party will assert any claim to the Trade Marks of the other party or goodwill associated therewith. Neither party will challenge the validity of or attempt to register any Trade Mark of the other party, nor will it adopt any derivative or confusingly similar trade marks, domain names, brands or marks or create any combination marks with any Trade Mark of the other party.

8.3 **Usage.** Each party will use the Trade Marks of the other party only in accordance with such party's trade mark usage policies as such may be in effect from time to time and only in accordance with this Agreement. If at any time a party reasonably believes that the use of its Trade Marks by the other party fails to otherwise comply with such party's trade mark usage guidelines, such party will so notify the other party in writing. Upon receipt of such notification, the notified party will immediately initiate steps to conform with the trade mark usage guidelines and will effect such conformance or cure within 15 days.

9. **Ownership.** Each party will retain ownership of its intellectual property. Except as expressly provided in this agreement, neither party is authorized or licensed to use the other party's intellectual property.

10. **Indemnity.** Each party, at its own expense, will defend, indemnify and hold the other party, its officers, directors, employees, agents and successors harmless against any liability, or any litigation cost or expense (including attorneys' fees), arising out of acts or omissions of the indemnifying party's agents or employees, breach of any provisions of this agreement, or operation of such indemnifying party's business; provided that the indemnified party provides the indemnifying party with: (i) prompt written notice of such claim, and (ii) proper and full information and assistance to settle or defend any such claim. The indemnifying party will not enter into any settlement or compromise of any indemnifiable claim without the indemnified party's prior written permission, which permission shall not be unreasonably withheld or delayed.

11. **Disclaimer.** REGISTRAR ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE PROVIDED "AS IS," AND THAT POOL MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS, ON ITS OWN BEHALF ON AND BEHALF OF ITS SUPPLIERS AND LICENSORS, ANY WARRANTIES AS TO THE USEFULNESS, ACCURACY, RELIABILITY, NON-INFRINGEMENT OR EFFECTIVENESS OF SUCH SERVICES OR THAT ANY OF SUCH SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR THAT DEFECTS HAVE OR WILL BE CORRECTED, OR THAT SUCH SERVICES WILL MEET THE NEEDS OF ANY PARTY. WITHOUT LIMITING THE FOREGOING, POOL DISCLAIMS ALL WARRANTIES OF REASONABLE SKILL OR CARE. IN NO EVENT WILL POOL BE LIABLE TO REGISTRAR FOR ANY FAILURE, DISRUPTION, DOWNTIME, INCORRECT LINKAGE OR OTHER NON-PERFORMANCE OF THE SERVICES. POOL'S SOLE LIABILITY, AND REGISTRAR'S SOLE REMEDY, WITH RESPECT TO SUCH WARRANTY WILL BE POOL'S OBLIGATION TO CORRECT ERRORS WITH A LEVEL OF EFFORT COMMENSURATE WITH THE SEVERITY OF THE ERROR.

12. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FROM ANY CAUSE EXCEED FEES PAID BY POOL TO REGISTRAR UNDER THIS AGREEMENT FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE. IN ADDITION, IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES, OR EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES OR LOSS OF PROFITS), EVEN IF SUCH PARTY, ITS AFFILIATES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING SERVICES TO THE OTHER PARTY OR ANY OTHER PERFORMANCE UNDER THIS AGREEMENT. Neither party will be liable for delays in data transmission.

13. Pool Affiliate Relationship. In the event Partner acts as a reseller or affiliate of the Services at any time during the term of this Agreement, the terms and conditions contained in the Pool Affiliate Agreement located at www.pool.com/affiliate_agreement.aspx (as may be amended from time to time in accordance with the terms therein) is incorporated into this Agreement by reference.

14. Miscellaneous. Non-performance of either party will be excused to the extent that performance is rendered impossible by any force majeure event and not caused by the gross negligence or willful misconduct of the non-performing party. The relationship of the parties established by this Agreement is that of independent contractors. This Agreement will be governed by and construed under the laws of the Province of Ontario, Canada without reference to conflict of law principles. Each party submits to the exclusive subject matter jurisdiction, personal jurisdiction and venue of the courts of that Province. Each party agrees that any action, suit of application will be brought and heard in Ottawa, Canada. The parties will endeavor to settle amicably by mutual discussions any disputes, differences or claims whatsoever related to this Agreement. This Agreement, together with all exhibits and attachments hereto, sets forth the entire agreement and understanding of the parties relating to the subject matter herein (other than agreements relating to confidentiality) and merges all prior discussions between them. Except as set forth in Section 13, No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both parties, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. Neither party may assign this Agreement, or assign or delegate any right or obligation hereunder, without the prior written consent of the other party, except in the case of a sale or other transfer of substantially all of such party's assets or equity, whether by sale of assets or stock or by merger or other reorganization, provided that the assignee has agreed in writing to be bound by all the terms and conditions of this Agreement. Subject to the foregoing sentence, this Agreement will be binding on each party's respective successors and assigns. If any provision in this Agreement is found invalid then such provision will be construed, if feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it will be severed from the remainder of this Agreement, and the parties will negotiate, in good faith, a substitute, valid and enforceable provision that most nearly effects the parties' intent in entering into this Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which when taken together will constitute a single instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf on the Effective Date by their respective duly authorized representatives.

Pool.com Inc.:

By: 

Name: Len Bayles

Title: Vice President

"Partner":

By: 

Name: DAXREL BUTLER

Title: MANAGING DIRECTOR

Pool.com Partner Agreement

This Partner Agreement (this "Agreement") is entered into on Sept 10th, 2003 (the "Effective Date") by and between Pool.com Inc., a Canadian corporation with offices at 43 Auriga Dr. Ottawa, ON, Canada, K2E 7Y8 ("Pool") and Medulogix, a BVI corporation with offices at 30F Entertainment Building, 30 Queens Road, Central Hong Kong ("Partner").

The parties hereto agree as follows:

1. Pool Services. Pool offers domain backorders, domain keyword alerts and other services (the "Services") to customers. Services are currently offered via (i) Pool's website, located at www.pool.com, and (ii) a network of resellers/affiliates that either link to Pool's website or offer the Services via a co-branded or "white-labeled" Pool website. Pool may also offer the Services through additional channels in the future. Pool registers backordered domains on behalf of its customers through its network of accredited registrars.

2. Domain Registration. Partner agrees to provide domain registration services to Pool on behalf of Pool's customers through Domain People, Parava Networks and Korea Information Certificate Authority Inc (DomainCa) which are third-party registrar(s). Partner represents and warrants that Partner has entered into an agreement with such third party registrar(s) that gives Partner the right and ability to use registrar's registry connections in accordance with this Agreement. Pool and Partner will cooperate to facilitate registrations of Pool's backordered domains; provided, however, the parties will at all times maintain full compliance with all applicable registry, ICANN and any other governing body's policies, rules and procedures. Pool will not modify or delete domains other than domains registered on behalf of Pool's customers.

3. Fees. Pool will pay to Partner Fifty Percent of the "Net Revenue" generated from Services completed by Partner/third party registrar(s) on behalf of Pool's customers ("Fees"); provided that the aggregate Fees for any particular calendar month will not be less than \$45,000 (pro-rated for partial months), for so long as and to the extent 100% of the Registrar's connections are live in the Pool system. "Net Revenue" means gross fees actually collected from a customer for a Service, including without limitation backorder fees and fees collected from completed auctions of backordered domains, less refunds, reimbursed registry fees, discounts, third party selling/affiliate commissions, credit card and bank fees (Pool will deduct 5% for credit card and bank fees) and any taxes. Current Service fees are available at www.pool.com, and may be amended from time to time in Pool's sole discretion. Registry fees incurred in connection with the registration of domains on behalf of Pool's customers are the responsibility of Registrar.

Pool may, upon prior written notice to Partner, change its method for paying fees to registrars, including Partner, in order to provide equal payments to all registrars in the Pool system. Instead of the method set forth in the immediately preceding paragraph, Pool would calculate Fees as follows (the "Shared Fee System"): Pool will calculate Net Revenue for a given calendar month generated from all registrars in the Pool system. Pool will distribute 50% of total Pool Net Revenue equally to each registrar (subject to appropriate pro-rata adjustment downward for registrars who were live in the Pool system for less than the entire month). In the event Pool moves to a Shared Fee System for Partner, Pool will reimburse registry fees incurred by Partner/third party registrar and such fees will be deducted in determining Net Revenue.

Partner will give Pool exclusive and continual access to 100% of the connections allocated to Partner by each registry for registering deleted domains and will not, during the term of this Agreement, use such registry connections in any way to compete (alone or with any third party) with Pool in the business of registering deleted domains.

4. Payment of Fees to Partner. Pool will pay to Partner all Fees due to Partner for a particular calendar month as soon as commercially reasonable, and not later than thirty days after the end of such month. Payments will be made via check or wire transfer. At the time of payment, Pool will also send to registrar a detailed summary of all Fees owed to Partner for Services. In the event Pool experiences a charge-back or otherwise discounts or refunds a customer for all or any portion of a Service fee, and Pool has already paid Partner a Fee for such Service, Pool will deduct the payment made to Partner in connection with such Service from a current or future payment to Partner. In the event Pool moves to a Shared Fee System, any charge-backs, discounts, etc. will be deducted from total Pool revenue (in determining Net Revenue) in the month such charge is experienced by Pool and such cost will therefore be spread evenly among all Pool registrars.

5. Term and Termination. This Agreement will have an initial term of one year and, unless 30 days' prior written notice is provided by either party, will be automatically extended for successive one-year periods on the same terms and conditions expressed herein, or as may be amended by the parties. Either party may terminate this Agreement without penalty on thirty days prior written notice to the other party. Pool may terminate this Agreement for any reason upon one day's prior notice. This Agreement may be terminated by either party, upon written notice: (i) upon the institution by the other party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of its debts, which are not dismissed or otherwise resolved in its favor within 60 days thereafter; (ii) upon the other party's making a general assignment for the benefit of creditors; or (iii) upon the other party's dissolution or ceasing to conduct business in the ordinary course.

6. Confidentiality. The parties will have access to certain confidential and proprietary information of the other party ("Confidential Information"). Confidential Information includes information either marked as confidential or information known by the receiving party as being treated by the disclosing party as confidential. Each party agrees to keep Confidential Information confidential and not to use such information except as authorized by this Agreement or otherwise authorized by the disclosing party, and use at least the same degree of care (and not less than a reasonable degree of care) that it uses to protect its own

confidential information. Each party may disclose Confidential Information to its employees, contractors, or agents who reasonably require access in order to carry out the terms of this Agreement and who have been informed of and are obligated to maintain confidentiality. Confidential Information does not include information that: (i) was in the public domain at the time it was disclosed or has become in the public domain through no fault of the receiving party; (ii) was known to the receiving party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the disclosing party; (iv) was independently developed by the receiving party without any use of the Confidential Information; (v) becomes known to the receiving party, without restriction, from a source other than the disclosing party, without breach of this Agreement, by the receiving party; or (vi) is disclosed generally to third parties by the disclosing party without restrictions similar to those contained in this Agreement. The receiving party may disclose the other party's Confidential Information to the extent such disclosure is required by order or requirement of a court, administrative agency, or other governmental body, but only if the receiving party provides prompt notice thereof to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. The financial and other terms of this Agreement are "Confidential Information" under this Section 6.

7. Press Release. The parties will cooperate in issuing a jointly approved press release concerning this Agreement, including (without limitation), at Pool's discretion, an initial such release within thirty (30) days after the Effective Date of this Agreement announcing this Agreement and the appointment of Company as a Pool Partner partner.

8. Trade Marks.

8.1 License. During the term of this Agreement, each party is hereby granted a non-exclusive non-transferable royalty free license to use the trade marks, trade names, service marks, domain names and logos of the other party (collectively, the "Trade Marks") in connection with this Agreement provided, however, that nothing herein will grant a party any right, title or interest in Trade Marks of the other party except as expressly specified in this Agreement.

8.2 Restrictions. Any and all goodwill arising from use of the Trade Marks of a particular party will inure solely to the benefit of such party. Neither party will assert any claim to the Trade Marks of the other party or goodwill associated therewith. Neither party will challenge the validity of or attempt to register any Trade Mark of the other party, nor will it adopt any derivative or confusingly similar trade marks, domain names, brands or marks or create any combination marks with any Trade Mark of the other party.

8.3 Usage. Each party will use the Trade Marks of the other party only in accordance with such party's trade mark usage policies as such may be in effect from time to time and only in accordance with this Agreement. If at any time a party reasonably believes that the use of its Trade Marks by the other party fails to otherwise comply with such party's trade mark usage guidelines, such party will so notify the other party in writing. Upon receipt of such notification, the notified party will immediately initiate steps to conform with the trade mark usage guidelines and will effect such conformance or cure within 15 days.

9. Ownership. Each party will retain ownership of its intellectual property. Except as expressly provided in this agreement, neither party is authorized or licensed to use the other party's intellectual property.

10. Indemnity. Each party, at its own expense, will defend, indemnify and hold the other party, its officers, directors, employees, agents and successors harmless against any liability, or any litigation cost or expense (including attorneys' fees), arising out of acts or omissions of the indemnifying party's agents or employees, breach of any provisions of this agreement, or operation of such indemnifying party's business; provided that the indemnified party provides the indemnifying party with: (i) prompt written notice of such claim, and (ii) proper and full information and assistance to settle or defend any such claim. The indemnifying party will not enter into any settlement or compromise of any indemnifiable claim without the indemnified party's prior written permission, which permission shall not be unreasonably withheld or delayed.

11. Disclaimer. REGISTRAR ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE PROVIDED "AS IS," AND THAT POOL MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS, ON ITS OWN BEHALF ON AND BEHALF OF ITS SUPPLIERS AND LICENSORS, ANY WARRANTIES AS TO THE USEFULNESS, ACCURACY, RELIABILITY, NON-INFRINGEMENT OR EFFECTIVENESS OF SUCH SERVICES OR THAT ANY OF SUCH SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR THAT DEFECTS HAVE OR WILL BE CORRECTED, OR THAT SUCH SERVICES WILL MEET THE NEEDS OF ANY PARTY. WITHOUT LIMITING THE FOREGOING, POOL DISCLAIMS ALL WARRANTIES OF REASONABLE SKILL OR CARE. IN NO EVENT WILL POOL BE LIABLE TO REGISTRAR FOR ANY FAILURE, DISRUPTION, DOWNTIME, INCORRECT LINKAGE OR OTHER NON-PERFORMANCE OF THE SERVICES. POOL'S SOLE LIABILITY, AND REGISTRAR'S SOLE REMEDY, WITH RESPECT TO SUCH WARRANTY WILL BE POOL'S OBLIGATION TO CORRECT ERRORS WITH A LEVEL OF EFFORT COMMENSURATE WITH THE SEVERITY OF THE ERROR.

12. Limitation of Liability. IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FROM ANY CAUSE EXCEED FEES PAID BY POOL TO REGISTRAR UNDER THIS AGREEMENT FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE. IN ADDITION, IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES, OR EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES OR LOSS OF PROFITS), EVEN IF SUCH PARTY, ITS AFFILIATES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS HAS BEEN ADVISED OF

THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING SERVICES TO THE OTHER PARTY OR ANY OTHER PERFORMANCE UNDER THIS AGREEMENT. Neither party will be liable for delays in data transmission.

13. Pool Affiliate Relationship. In the event Partner acts as a reseller or affiliate of the Services at any time during the term of this Agreement, the terms and conditions contained in the Pool Affiliate Agreement located at www.pool.com/affiliate_agreement.aspx (as may be amended from time to time in accordance with the terms therein) is incorporated into this Agreement by reference.

14. Miscellaneous. Non-performance of either party will be excused to the extent that performance is rendered impossible by any force majeure event and not caused by the gross negligence or willful misconduct of the non-performing party. The relationship of the parties established by this Agreement is that of independent contractors. This Agreement will be governed by and construed under the laws of the Province of Ontario, Canada without reference to conflict of law principles. Each party submits to the exclusive subject matter jurisdiction, personal jurisdiction and venue of the courts of that Province. Each party agrees that any action, suit or application will be brought and heard in Ottawa, Canada. The parties will endeavor to settle amicably by mutual discussions any disputes, differences or claims whatsoever related to this Agreement. This Agreement, together with all exhibits and attachments hereto, sets forth the entire agreement and understanding of the parties relating to the subject matter herein (other than agreements relating to confidentiality) and merges all prior discussions between them. Except as set forth in Section 13, No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both parties, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. Neither party may assign this Agreement, or assign or delegate any right or obligation hereunder, without the prior written consent of the other party, except in the case of a sale or other transfer of substantially all of such party's assets or equity, whether by sale of assets or stock or by merger or other reorganization, provided that the assignee has agreed in writing to be bound by all the terms and conditions of this Agreement. Subject to the foregoing sentence, this Agreement will be binding on each party's respective successors and assigns. If any provision in this Agreement is found invalid then such provision will be construed, if feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it will be severed from the remainder of this Agreement, and the parties will negotiate, in good faith, a substitute, valid and enforceable provision that most nearly effects the parties' intent in entering into this Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which when taken together will constitute a single instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf on the Effective Date by their respective duly authorized representatives.

Pool.com Inc.:

By: 

Name: Len Bayles

Title: Vice President

"Partner":

By: 

Name: Kevin Han

Title: Consultant for medicalogix inc

Pool.com Registrar Partner Agreement

This Registrar Partner Agreement (this "Agreement") is entered into on June 29, 2003 (the "Effective Date") by and between Pool.com Inc., a Canadian corporation with offices at 43 Auriga Dr. Ottawa, ON, Canada, K2E 7Y8 ("Pool") and Moniker Online Services LLC, a Delaware Limited Liability corporation with offices at 20 SW 27th Ave. Suite 201, Pompano Beach, FL 33069 ("Registrar").

The parties hereto agree as follows:

1. **Pool Services.** Pool offers domain backorders, domain keyword alerts and other services (the "Services") to customers. Services are currently offered via (i) Pool's website, located at www.pool.com, and (ii) a network of resellers/affiliates that either link to Pool's website or offer the Services via a co-branded or "white-labeled" Pool website. Pool may also offer the Services through additional channels in the future. Pool registers backordered domains on behalf of its customers through its network of accredited registrars.

2. **Domain Registration.** Registrar, an accredited registrar, agrees to provide domain registration services to Pool on behalf of Pool's customers. Pool and Registrar will cooperate to facilitate registrations of Pool's backordered domains; provided, however, the parties will at all times maintain full compliance with all applicable registry, ICANN and any other governing body's policies, rules and procedures.

3. **Fees.** Pool will pay to Registrar Fifty Percent of the "Net Revenue" generated from Services completed by Registrar on behalf of Pool's customers ("Fees"). "Net Revenue" means gross fees actually collected from a customer for a Service, including without limitation backorder registration fees and fees collected from completed auctions of backordered domains, less refunds, discounts, third party selling/affiliate commissions, credit card and bank fees (Pool will deduct 5% for credit card and bank fees) and any taxes. Current Service fees are available at www.pool.com, and may be amended from time to time in Pool's sole discretion. Registry fees incurred in connection with the registration of domains on behalf of Pool's customers are the responsibility of Registrar.

4. **Payment of Fees to Registrar.** Pool will pay to Registrar all Fees due to Registrar for a particular calendar month within thirty days after the end of such month. Payments will be made via check or wire transfer. At the time of payment, Pool will also send to registrar a detailed summary of all Fees owed to Registrar for Services. In the event Pool experiences a charge-back or otherwise discounts or refunds a customer for all or any portion of a Service fee, and Pool has already paid Registrar a Fee for such Service, Pool will deduct the payment made to Registrar in connection with such Service from a current or future payment to Registrar.

5. **Term and Termination.** This Agreement will have an initial term of one year and, unless 30 days' prior written notice is provided by either party, will be automatically extended for successive one-year periods on the same terms and conditions expressed herein, or as may be amended by the parties. Notwithstanding anything herein to the contrary, either party may terminate this Agreement for any reason and without penalty on thirty days prior written notice to the other party. Additionally, this Agreement may be terminated by either party, immediately, upon written notice: (i) upon the institution by the other party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of its debts, which are not dismissed or otherwise resolved in its favor within 60 days thereafter; (ii) upon the other party's making a general assignment for the benefit of creditors; or (iii) upon the other party's dissolution or ceasing to conduct business in the ordinary course.

6. **Confidentiality.** The parties will have access to certain confidential and proprietary information of the other party ("Confidential Information"). Confidential information includes information either marked as confidential or information known by the receiving party as being treated by the disclosing party as confidential. Each party agrees to keep Confidential Information confidential and not to use such information except as authorized by this Agreement or otherwise authorized by the disclosing party, and use at least the same degree of care (and not less than a reasonable degree of care) that it uses to protect its own confidential information. Each party may disclose Confidential Information to its employees, contractors, or agents who reasonably require access in order to carry out the terms of this Agreement and who have been informed of and are obligated to maintain confidentiality. Confidential Information does not include information that: (i) was in the public domain at the time it was disclosed or has become in the public domain through no fault of the receiving party; (ii) was known to the receiving party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the disclosing party; (iv) was independently developed by the receiving party without any use of the Confidential Information; (v) becomes known to the receiving party, without restriction, from a source other than the disclosing party, without breach of this Agreement, by the receiving party; or (vi) is disclosed generally to third parties by the disclosing party without restrictions similar to those contained in this Agreement. The receiving party may disclose the other party's Confidential Information to the extent such disclosure is required by order or requirement of a court, administrative agency, or other governmental body, but only if the receiving party provides prompt notice thereof to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. During the term of this Agreement, and for a period of one (1) year from the date of termination of the Agreement, neither Pool.com nor any other division or subsidiary of Pool.com will use any information received through the parties' relationship to contact, assist or allow others to contact, Registrar's customers (other than those customers of Registrar who are also customers of Pool) for solicitation, marketing or promotional purposes.

7. **Press Release.** The parties will cooperate in issuing a jointly approved press release concerning this Agreement, including (without limitation), at Pool's discretion, an initial such release within thirty (30) days after the Effective Date of this Agreement announcing this Agreement and the appointment of Company as a Pool Registrar partner.

8. Trade Marks.

8.1 **License.** During the term of this Agreement, each party is hereby granted a non-exclusive non-transferable royalty free license to use the trade marks, trade names, service marks, domain names and logos of the other party (collectively, the "Trade Marks") in

connection with this Agreement provided, however, that nothing herein will grant a party any right, title or interest in Trade Marks of the other party except as expressly specified in this Agreement.

8.2 Restrictions. Any and all goodwill arising from use of the Trade Marks of a particular party will inure solely to the benefit of such party. Neither party will assert any claim to the Trade Marks of the other party or goodwill associated therewith. Neither party will challenge the validity of or attempt to register any Trade Mark of the other party, nor will it adopt any derivative or confusingly similar trade marks, domain names, brands or marks or create any combination marks with any Trade Mark of the other party.

8.3 Usage. Each party will use the Trade Marks of the other party only in accordance with such party's trade mark usage policies as such may be in effect from time to time and only in accordance with this Agreement. If at any time a party reasonably believes that the use of its Trade Marks by the other party fails to otherwise comply with such party's trade mark usage guidelines, such party will so notify the other party in writing. Upon receipt of such notification, the notified party will immediately initiate steps to conform with the trade mark usage guidelines and will effect such conformance or cure within 15 days.

8.4 Upon termination of this Agreement as set forth in section 5, all licenses and rights to use Trade Marks shall be deemed to immediately terminate and each party shall cease the use of the other's Trade Marks.

9. Ownership. Each party will retain ownership of its intellectual property. Except as expressly provided in this agreement, neither party is authorized or licensed to use the other party's intellectual property.

10. Indemnity. Each party, at its own expense, will defend, indemnify and hold the other party, its officers, directors, employees, agents and successors harmless against any liability, or any litigation cost or expense (including attorneys' fees), arising out of the wrongful acts or omissions of the indemnifying party's agents or employees, breach of any provisions of this agreement, or operation of such indemnifying party's business; provided that the indemnified party provides the indemnifying party with: (i) prompt written notice of such claim, and (ii) proper and full information and assistance to settle or defend any such claim. The indemnifying party will not enter into any settlement or compromise of any indemnifiable claim without the indemnified party's prior written permission, which permission shall not be unreasonably withheld or delayed.

11. Disclaimer. REGISTRAR ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE PROVIDED "AS IS," AND THAT POOL MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS, ON ITS OWN BEHALF ON AND BEHALF OF ITS SUPPLIERS AND LICENSORS, ANY WARRANTIES AS TO THE USEFULNESS, ACCURACY, RELIABILITY, NON-INFRINGEMENT OR EFFECTIVENESS OF SUCH SERVICES OR THAT ANY OF SUCH SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR THAT DEFECTS HAVE OR WILL BE CORRECTED, OR THAT SUCH SERVICES WILL MEET THE NEEDS OF ANY PARTY. WITHOUT LIMITING THE FOREGOING, POOL DISCLAIMS ALL WARRANTIES OF REASONABLE SKILL OR CARE. IN NO EVENT WILL POOL BE LIABLE TO REGISTRAR FOR ANY FAILURE, DISRUPTION, DOWNTIME, INCORRECT LINKAGE OR OTHER NON-PERFORMANCE OF THE SERVICES. POOL'S SOLE LIABILITY, AND REGISTRAR'S SOLE REMEDY, WITH RESPECT TO SUCH WARRANTY WILL BE POOL'S OBLIGATION TO CORRECT ERRORS WITH A LEVEL OF EFFORT COMMENSURATE WITH THE SEVERITY OF THE ERROR.

12. Limitation of Liability. IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FROM ANY CAUSE EXCEED FEES PAID BY POOL TO REGISTRAR UNDER THIS AGREEMENT FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE. IN ADDITION, IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES, OR EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES OR LOSS OF PROFITS), EVEN IF SUCH PARTY, ITS AFFILIATES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING SERVICES TO THE OTHER PARTY OR ANY OTHER PERFORMANCE UNDER THIS AGREEMENT. Neither party will be liable for delays in data transmission.

13. Pool Affiliate Relationship. In the event Registrar acts as a reseller or affiliate of the Services at any time during the term of this Agreement, the terms and conditions contained in the Pool Affiliate Agreement located at www.pool.com/affiliate_agreement.aspx (as may be amended from time to time in accordance with the terms therein) is incorporated into this Agreement by reference.

14. Miscellaneous. Non-performance of either party will be excused to the extent that performance is rendered impossible by any force majeure event and not caused by the gross negligence or willful misconduct of the non-performing party. The relationship of the parties established by this Agreement is that of independent contractors. This Agreement will be governed by and construed under the laws of the Province of Ontario, Canada without reference to conflict of law principles. The parties will endeavor to settle amicably by mutual discussions any disputes, differences or claims whatsoever related to this Agreement. This Agreement, together with all exhibits and attachments hereto, sets forth the entire agreement and understanding of the parties relating to the subject matter herein (other than agreements relating to confidentiality) and merges all prior discussions between them. Except as set forth in Section 13, No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both parties, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. Neither party may assign this Agreement, or assign or delegate any right or obligation hereunder, without the prior written consent of the other party, except in the case of a sale or other transfer of substantially all of such party's assets or equity, whether by sale of assets or stock or by merger or other reorganization, provided that the assignee has agreed in writing to be bound by all the terms and conditions of this Agreement. Subject to the foregoing

sentence, this Agreement will be binding on each party's respective successors and assigns. If any provision in this Agreement is found invalid then such provision will be construed, if feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it will be severed from the remainder of this Agreement, and the parties will negotiate, in good faith, a substitute, valid and enforceable provision that most nearly effects the parties' intent in entering into this Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which when taken together will constitute a single instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf on the Effective Date by their respective duly authorized representatives.

Pool.com Inc.:

By: 

Name: Len Bayles

Title: Vice President

"Registrar": Monika online services LLC

By: 

Name: Monte CATTN

Title: President

C13 221 1209

**Amendment to
Pool.com Registrar Partner Agreement**

This Amendment (this "Amendment") to that certain Pool.com Registrar Partner Agreement by and between Pool.com Inc., a Canadian corporation with offices at 43 Auriga Dr. Ottawa, ON, Canada, K2E 7Y8 and MONIKER.COM (the "Agreement") is effective as of November 1, 2003 by and between Pool and Registrar. Capitalized terms used herein will have the definitions set forth in the Agreement unless otherwise defined herein.

The parties hereto agree as follows:

1. This amendment will be effective only as of November 1, 2003
2. Section 3 of the Agreement is amended and restated in its entirety as follows:

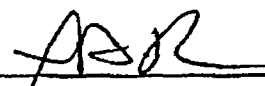
"3. **Fees.** Pool will calculate Net Revenue for each TLD for a given calendar month generated from all registrars in the Pool system. Pool will distribute 50% of total Pool Net Revenue equally to each registrar participating in registering such TLD (subject to appropriate pro-rata adjustment downward for registrars who were live in the Pool system for less than the entire month) ("Fees"). "Net Revenue" means gross fees actually collected from a customer for a service, including without limitation backorder fees and fees collected from completed auctions of backordered domains, less refunds, reimbursed registry fees, discounts, third party selling/affiliate commissions, credit card and bank fees (Pool will deduct 5% for credit card and bank fees) and any taxes. Current Service fees are available at www.pool.com, and may be amended from time to time in Pool's sole discretion. In addition to the Fees above, Pool will reimburse registry fees incurred by Registrar and such fees will be deducted in determining Net Revenue.

Registrar will give Pool exclusive and continual access to 100% of the connections allocated to Registrar by each registry for registering deleted domains and will not, during the term of this Agreement, use such registry connections in any way to compete (alone or with any third party) with Pool in the business of registering deleted domains.


3. All other terms of the Agreement will remain unchanged.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed on its behalf on November 1, 2003 by their respective duly authorized representatives.

Pool.com Inc.:

By: 
Name: Len Bayles
Title: Vice President

"Registrar":

By: 
Name: Monte CAHN
CEO

ool.com Registrar Partner Agreement

This Registrar Partner Agreement (this "Agreement") is entered into on June 11, 2003 (the "Effective Date") by and between Pool.com Inc., a Canadian corporation with offices at 43 Auriga Dr. Ottawa, ON, Canada, K2E 7Y8 ("Pool") and NameScout Corp., a Barbados corporation with offices at White Park Road, Bridgetown Barbados ("Registrar").

White Park House

The parties hereto agree as follows:

1. **Pool Services.** Pool offers domain backorders, domain keyword alerts and other services (the "Services") to customers. Services are currently offered via (i) Pool's website, located at www.pool.com, and (ii) a network of resellers/affiliates that either link to Pool's website or offer the Services via a co-branded or "white-labeled" Pool website. Pool may also offer the Services through additional channels in the future. Pool registers backordered domains on behalf of its customers through its network of accredited registrars.
2. **Domain Registration.** Registrar, an accredited registrar, agrees to provide domain registration services to Pool on behalf of Pool's customers. Pool and Registrar will cooperate to facilitate registrations of Pool's backordered domains; provided, however, the parties will at all times maintain full compliance with all applicable registry, ICANN and any other governing body's policies, rules and procedures.
3. **Fees.** Pool will pay to Registrar Fifty Percent of the "Net Revenue" generated from Services completed by Registrar on behalf of Pool's customers ("Fees"). "Net Revenue" means gross fees actually collected from a customer for a Service, including without limitation backorder registration fees and fees collected from completed auctions of backordered domains, less refunds, discounts, third party selling/affiliate commissions, credit card and bank fees (Pool will deduct 5% for credit card and bank fees) and any taxes. Current Service fees are available at www.pool.com, and may be amended from time to time in Pool's sole discretion. Registry fees incurred in connection with the registration of domains on behalf of Pool's customers are the responsibility of Registrar.
4. **Payment of Fees to Registrar.** Pool will pay to Registrar all Fees due to Registrar for a particular calendar month within thirty days after the end of such month. Payments will be made via check or wire transfer. At the time of payment, Pool will also send to registrar a detailed summary of all Fees owed to Registrar for Services. In the event Pool experiences a charge-back or otherwise discounts or refunds a customer for all or any portion of a Service fee, and Pool has already paid Registrar a Fee for such Service, Pool will deduct the payment made to Registrar in connection with such Service from a current or future payment to Registrar.
5. **Term and Termination.** This Agreement will have an initial term of one year and, unless 30 days' prior written notice is provided by either party, will be automatically extended for successive one-year periods on the same terms and conditions expressed herein, or as may be amended by the parties. Either party may terminate this Agreement upon one day's prior notice in the event the "WLS" goes live. Either party may terminate this Agreement without penalty on thirty days prior written notice to the other party. This Agreement may be terminated by either party, upon written notice: (i) upon the institution by the other party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of its debts, which are not dismissed or otherwise resolved in its favor within 60 days thereafter; (ii) upon the other party's making a general assignment for the benefit of creditors; or (iii) upon the other party's dissolution or ceasing to conduct business in the ordinary course.
6. **Confidentiality.** The parties will have access to certain confidential and proprietary information of the other party ("Confidential Information"). Confidential Information includes information either marked as confidential or information known by the receiving party as being treated by the disclosing party as confidential. Each party agrees to keep Confidential Information confidential and not to use such information except as authorized by this Agreement or otherwise authorized by the disclosing party, and use at least the same degree of care (and not less than a reasonable degree of care) that it uses to protect its own confidential information. Each party may disclose Confidential Information to its employees, contractors, or agents who reasonably require access in order to carry out the terms of this Agreement and who have been informed of and are obligated to maintain confidentiality. Confidential Information does not include information that: (i) was in the public domain at the time it was disclosed or has become in the public domain through no fault of the receiving party; (ii) was known to the receiving party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the disclosing party; (iv) was independently developed by the receiving party without any use of the Confidential Information; (v) becomes known to the receiving party, without restriction, from a source other than the disclosing party, without breach of this Agreement, by the receiving party; or (vi) is disclosed generally to third parties by the disclosing party without restrictions similar to those contained in this Agreement. The receiving party may disclose the other party's Confidential Information to the extent such disclosure is required by order or requirement of a court, administrative agency, or other governmental body, but only if the receiving party provides prompt notice thereof to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.
7. **Press Release.** The parties will cooperate in issuing a jointly approved press release concerning this Agreement, including (without limitation), at Pool's discretion, an initial such release within thirty (30) days after the Effective Date of this Agreement announcing this Agreement and the appointment of Company as a Pool Registrar partner.
8. **Trade Marks.**

8.1 License. During the term of this Agreement, each party is hereby granted a non-exclusive non-transferable royalty free license to use the trade marks, trade names, service marks, domain names and logos of the other party (collectively, the "Trade Marks") in connection with this Agreement provided, however, that nothing herein will grant a party any right, title or interest in Trade Marks of the other party except as expressly specified in this Agreement.

8.2 Restrictions. Any and all goodwill arising from use of the Trade Marks of a particular party will inure solely to the benefit of such party. Neither party will assert any claim to the Trade Marks of the other party or goodwill associated therewith. Neither party will challenge the validity of or attempt to register any Trade Mark of the other party, nor will it adopt any derivative or confusingly similar trade marks, domain names, brands or marks or create any combination marks with any Trade Mark of the other party.

8.3 Usage. Each party will use the Trade Marks of the other party only in accordance with such party's trade mark usage policies as such may be in effect from time to time and only in accordance with this Agreement. If at any time a party reasonably believes that the use of its Trade Marks by the other party fails to otherwise comply with such party's trade mark usage guidelines, such party will so notify the other party in writing. Upon receipt of such notification, the notified party will immediately initiate steps to conform with the trade mark usage guidelines and will effect such conformance or cure within 15 days.

9. Ownership. Each party will retain ownership of its intellectual property. Except as expressly provided in this agreement, neither party is authorized or licensed to use the other party's intellectual property.

10. Indemnity. Each party, at its own expense, will defend, indemnify and hold the other party, its officers, directors, employees, agents and successors harmless against any liability, or any litigation cost or expense (including attorneys' fees), arising out of acts or omissions of the indemnifying party's agents or employees, breach of any provisions of this agreement, or operation of such indemnifying party's business; provided that the indemnified party provides the indemnifying party with: (i) prompt written notice of such claim, and (ii) proper and full information and assistance to settle or defend any such claim. The indemnifying party will not enter into any settlement or compromise of any indemnifiable claim without the indemnified party's prior written permission, which permission shall not be unreasonably withheld or delayed.

11. Disclaimer. REGISTRAR ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE PROVIDED "AS IS," AND THAT POOL MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS, ON ITS OWN BEHALF ON AND BEHALF OF ITS SUPPLIERS AND LICENSORS, ANY WARRANTIES AS TO THE USEFULNESS, ACCURACY, RELIABILITY, NON-INFRINGEMENT OR EFFECTIVENESS OF SUCH SERVICES OR THAT ANY OF SUCH SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR THAT DEFECTS HAVE OR WILL BE CORRECTED, OR THAT SUCH SERVICES WILL MEET THE NEEDS OF ANY PARTY. WITHOUT LIMITING THE FOREGOING, POOL DISCLAIMS ALL WARRANTIES OF REASONABLE SKILL OR CARE. IN NO EVENT WILL POOL BE LIABLE TO REGISTRAR FOR ANY FAILURE, DISRUPTION, DOWNTIME, INCORRECT LINKAGE OR OTHER NON-PERFORMANCE OF THE SERVICES. POOL'S SOLE LIABILITY, AND REGISTRAR'S SOLE REMEDY, WITH RESPECT TO SUCH WARRANTY WILL BE POOL'S OBLIGATION TO CORRECT ERRORS WITH A LEVEL OF EFFORT COMMENSURATE WITH THE SEVERITY OF THE ERROR.

12. Limitation of Liability. IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FROM ANY CAUSE EXCEED FEES PAID BY POOL TO REGISTRAR UNDER THIS AGREEMENT FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE. IN ADDITION, IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES, OR EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES OR LOSS OF PROFITS), EVEN IF SUCH PARTY, ITS AFFILIATES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING SERVICES TO THE OTHER PARTY OR ANY OTHER PERFORMANCE UNDER THIS AGREEMENT. Neither party will be liable for delays in data transmission.

13. Pool Affiliate Relationship. In the event Registrar acts as a reseller or affiliate of the Services at any time during the term of this Agreement, the terms and conditions contained in the Pool Affiliate Agreement located at www.pool.com/affiliate_agreement.aspx (as may be amended from time to time in accordance with the terms therein) is incorporated into this Agreement by reference.

14. Miscellaneous. Non-performance of either party will be excused to the extent that performance is rendered impossible by any force majeure event and not caused by the gross negligence or willful misconduct of the non-performing party. The relationship of the parties established by this Agreement is that of independent contractors. This Agreement will be governed by and construed under the laws of the Province of Ontario, Canada without reference to conflict of law principles. Each party submits to the exclusive subject matter jurisdiction, personal jurisdiction and venue of the courts of that Province. Each party agrees that any action, suit of application will be brought and heard in Ottawa, Canada. The parties will endeavor to settle amicably by mutual discussions any disputes, differences or claims whatsoever related to this Agreement. This Agreement, together with all exhibits and attachments hereto, sets forth the entire agreement and understanding of the parties relating to the subject matter herein (other than agreements relating to confidentiality) and merges all prior discussions between them. Except as set forth in Section 13, No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will

be effective unless in writing signed by both parties, and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default. Neither party may assign this Agreement, or assign or delegate any right or obligation hereunder, without the prior written consent of the other party, except in the case of a sale or other transfer of substantially all of such party's assets or equity, whether by sale of assets or stock or by merger or other reorganization, provided that the assignee has agreed in writing to be bound by all the terms and conditions of this Agreement. Subject to the foregoing sentence, this Agreement will be binding on each party's respective successors and assigns. If any provision in this Agreement is found invalid then such provision will be construed, if feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it will be severed from the remainder of this Agreement, and the parties will negotiate, in good faith, a substitute, valid and enforceable provision that most nearly effects the parties' intent in entering into this Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which when taken together will constitute a single instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf on the Effective Date by their respective duly authorized representatives.

Pool.com Inc.

By: 

Name: Rob Hill

Title: President & CEO

"Registrar":

By: 

Name: Julie Peckham

Title: Chief Financial Officer

**Amendment to
Pool.com Registrar Partner Agreement**

This Amendment (this "Amendment") to that certain Pool.com Registrar Partner Agreement by and between Pool.com Inc., a Canadian corporation with offices at 43 Auriga Dr. Ottawa, ON, Canada, K2E 7Y8 and __Namescout Corp_ ("Registrar") _____ (the "Agreement") is effective as of November 1, 2003 by and between Pool and Registrar. Capitalized terms used herein will have the definitions set forth in the Agreement unless otherwise defined herein.

The parties hereto agree as follows:

1. This amendment will be effective only as of November 1, 2003
2. Section 3 of the Agreement is amended and restated in its entirety as follows:

"3. **Fees.** Pool will calculate Net Revenue for each TLD for a given calendar month generated from all registrars in the Pool system. Pool will distribute 50% of total Pool Net Revenue equally to each registrar participating in registering such TLD (subject to appropriate pro-rata adjustment downward for registrars who were live in the Pool system for less than the entire month) ("Fees"). "Net Revenue" means gross fees actually collected from a customer for a Service, including without limitation backorder fees and fees collected from completed auctions of backordered domains, less refunds, reimbursed registry fees, discounts, third party selling/affiliate commissions, credit card and bank fees (Pool will deduct 5% for credit card and bank fees) and any taxes. Current Service fees are available at www.pool.com, and may be amended from time to time in Pool's sole discretion. In addition to the Fees above, Pool will reimburse registry fees incurred by Registrar and such fees will be deducted in determining Net Revenue.

Registrar will give Pool exclusive and continual access to 100% of the connections allocated to Registrar by each registry for registering deleted domains and will not, during the term of this Agreement, use such registry connections in any way to compete (alone or with any third party) with Pool in the business of registering deleted domains.

3. All other terms of the Agreement will remain unchanged.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed on its behalf on November 1, 2003 by their respective duly authorized representatives.

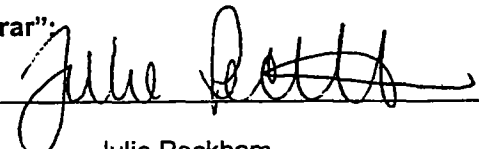
Pool.com Inc.:

By: _____

Name: _____

Title: _____

"Registrar":

By:  _____

Name: Julie Peckham

Title: CFO

Pool.com Registrar Partner Agreement

This Registrar Partner Agreement (this "Agreement") is entered into on July 24, 2003 (the "Effective Date") by and between Pool.com Inc., a Canadian corporation with offices at 43 Auriga Dr. Ottawa, ON, Canada, K2E 7Y8 ("Pool") and Neteka Inc., an Ontario, Canada corporation with offices at Suite 100, 243 College St., Toronto, ON, Canada, M5T 1R5 ("Registrar").

The parties hereto agree as follows:

1. **Pool Services.** Pool offers domain backorders, domain keyword alerts and other services (the "Services") to customers. Services are currently offered via (i) Pool's website, located at www.pool.com, and (ii) a network of resellers/affiliates that either link to Pool's website or offer the Services via a co-branded or "white-labeled" Pool website. Pool may also offer the Services through additional channels in the future. Pool registers backordered domains on behalf of its customers through its network of accredited registrars.

2. **Domain Registration.** Registrar, an accredited registrar, agrees to provide domain registration services to Pool on behalf of Pool's customers. Pool and Registrar will cooperate to facilitate registrations of Pool's backordered domains; provided, however, the parties will at all times maintain full compliance with all applicable registry, ICANN and any other governing body's policies, rules and procedures.

3. **Fees.** Pool will pay to Registrar a guaranteed monthly payment of \$5,000. In addition, Pool will pay to Registrar Fifty Percent (50%) of the "Net Revenue" generated from Services completed by Registrar on behalf of Pool's customers ("Fees") less the \$5,000 guaranteed monthly payment; or, in the event the "Net Revenue" is less than or equal to \$10,000, nothing; whichever the greater amount. In no event will Registrar refund or remit, wholly or in part, the guaranteed monthly payment, except as specified in Section 5. "Net Revenue" means gross fees actually collected from a customer for a Service, including without limitation backorder registration fees and fees collected from completed auctions of backordered domains, less refunds, discounts, third party selling/affiliate commissions, credit card and bank fees (Pool will deduct 5% for credit card and bank fees) and any taxes. Current Service fees are available at www.pool.com, and may be amended from time to time in Pool's sole discretion. Registry fees incurred in connection with the registration of domains on behalf of Pool's customers are the responsibility of Registrar. In exchange for the guaranteed monthly payment set forth above, Registrar will give Pool exclusive and continual access to One Hundred Percent (100%) of the connections allocated by each registry for registering deleted domains and will not, during the term of this Agreement, compete (alone or with any third party) with Pool in the business of registering deleted domains. Pool will pay \$7,500 to Registrar on the "go live" date of the Services as an advance on future Fees; provided the "go live" date is not later than July 30, 2003.

4. **Payment of Fees to Registrar.** Pool will pay to Registrar all Fees due to Registrar for a particular calendar month within thirty days after the end of such month. Payments will be made via check or wire transfer. As soon as possible after the end of each calendar month, and no later than the time of payment of Fees, Pool will also send to Registrar a detailed summary of all Fees owed to Registrar for Services. In the event Pool experiences a charge-back or otherwise discounts or refunds a customer for all or any portion of a Service fee, and Pool has already paid Registrar a Fee for such Service, Pool will deduct the payment made to Registrar in connection with such Service from a current or future payment to Registrar. All payments will be subjected to applicable government taxes, of which amount will be added on top of the payment amounts.

5. **Term and Termination.** This Agreement will have an initial term of one year and, unless 30 days' prior written notice is provided by either party, will be automatically extended for successive one-year periods on the same terms and conditions expressed herein, or as may be amended by the parties. Either party may terminate this Agreement upon one day's prior notice in the event the "WLS" goes live. This Agreement may be terminated by either party, upon written notice: (i) upon the institution by the other party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of its debts, which are not dismissed or otherwise resolved in its favor within 60 days thereafter; (ii) upon the other party's making a general assignment for the benefit of creditors; or (iii) upon the other party's dissolution or ceasing to conduct business in the ordinary course.

Either Party may terminate this Agreement on one day's prior notice, or at the end of the period covered by the last guaranteed payment received, whichever is later. Registrar may terminate this agreement on one day's prior notice upon the refund of any outstanding advanced guaranteed payment.

6. **Confidentiality.** The parties will have access to certain confidential and proprietary information of the other party ("Confidential Information"). Confidential Information includes information either marked as confidential or information known by the receiving party as being treated by the disclosing party as confidential. Each party agrees to keep Confidential Information confidential and not to use such information except as authorized by this Agreement or otherwise authorized by the disclosing party, and use at least the same degree of care (and not less than a reasonable degree of care) that it uses to protect its own confidential information. Each party may disclose Confidential Information to its employees, contractors, or agents who reasonably require access in order to carry out the terms of this Agreement and who have been informed of and are obligated to maintain confidentiality. Confidential Information does not include information that: (i) was in the public domain at the time it was disclosed or has become in the public domain through no fault of the receiving party; (ii) was known to the receiving party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the disclosing party; (iv) was independently developed by the receiving party without any use of the Confidential Information; (v) becomes known to the receiving party, without restriction, from a source other than the disclosing party, without breach of this Agreement, by the receiving party; or (vi) is disclosed generally to third parties by the disclosing party without

restrictions similar to those contained in this Agreement. The receiving party may disclose the other party's Confidential Information to the extent such disclosure is required by order or requirement of a court, administrative agency, or other governmental body, but only if the receiving party provides prompt notice thereof to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

7. Press Release. No press releases concerning this Agreement shall be issued without the prior written consent from both parties.

8. Trade Marks.

8.1 License. During the term of this Agreement, each party is hereby granted a non-exclusive non-transferable royalty free license to use the trade marks, trade names, service marks, domain names and logos of the other party (collectively, the "Trade Marks") in connection with this Agreement provided, however, that nothing herein will grant a party any right, title or interest in Trade Marks of the other party except as expressly specified in this Agreement.

8.2 Restrictions. Any and all goodwill arising from use of the Trade Marks of a particular party will inure solely to the benefit of such party. Neither party will assert any claim to the Trade Marks of the other party or goodwill associated therewith. Neither party will challenge the validity of or attempt to register any Trade Mark of the other party, nor will it adopt any derivative or confusingly similar trade marks, domain names, brands or marks or create any combination marks with any Trade Mark of the other party.

8.3 Usage. Each party will use the Trade Marks of the other party only in accordance with such party's trade mark usage policies as such may be in effect from time to time and only in accordance with this Agreement. If at any time a party reasonably believes that the use of its Trade Marks by the other party fails to otherwise comply with such party's trade mark usage guidelines, such party will so notify the other party in writing. Upon receipt of such notification, the notified party will immediately initiate steps to conform with the trade mark usage guidelines and will effect such conformance or cure within 15 days.

9. Ownership. Each party will retain ownership of its intellectual property. Except as expressly provided in this agreement, neither party is authorized or licensed to use the other party's intellectual property.

10. Indemnity. Each party, at its own expense, will defend, indemnify and hold the other party, its officers, directors, employees, agents and successors harmless against any liability, or any litigation cost or expense (including attorneys' fees), arising out of acts or omissions of the indemnifying party's agents or employees, breach of any provisions of this agreement, or operation of such indemnifying party's business; provided that the indemnified party provides the indemnifying party with: (i) prompt written notice of such claim, and (ii) proper and full information and assistance to settle or defend any such claim. The indemnifying party will not enter into any settlement or compromise of any indemnifiable claim without the indemnified party's prior written permission, which permission shall not be unreasonably withheld or delayed.

11. Disclaimer. REGISTRAR ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE PROVIDED "AS IS," AND THAT POOL MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS, ON ITS OWN BEHALF ON AND BEHALF OF ITS SUPPLIERS AND LICENSORS, ANY WARRANTIES AS TO THE USEFULNESS, ACCURACY, RELIABILITY, NON-INFRINGEMENT OR EFFECTIVENESS OF SUCH SERVICES OR THAT ANY OF SUCH SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR THAT DEFECTS HAVE OR WILL BE CORRECTED, OR THAT SUCH SERVICES WILL MEET THE NEEDS OF ANY PARTY. WITHOUT LIMITING THE FOREGOING, POOL DISCLAIMS ALL WARRANTIES OF REASONABLE SKILL OR CARE. IN NO EVENT WILL POOL BE LIABLE TO REGISTRAR FOR ANY FAILURE, DISRUPTION, DOWNTIME, INCORRECT LINKAGE OR OTHER NON-PERFORMANCE OF THE SERVICES. POOL'S SOLE LIABILITY, AND REGISTRAR'S SOLE REMEDY, WITH RESPECT TO SUCH WARRANTY WILL BE POOL'S OBLIGATION TO CORRECT ERRORS WITH A LEVEL OF EFFORT COMMENSURATE WITH THE SEVERITY OF THE ERROR.

12. Limitation of Liability. IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FROM ANY CAUSE EXCEED FEES PAID BY POOL TO REGISTRAR UNDER THIS AGREEMENT FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE. IN ADDITION, IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES, OR EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES OR LOSS OF PROFITS), EVEN IF SUCH PARTY, ITS AFFILIATES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING SERVICES TO THE OTHER PARTY OR ANY OTHER PERFORMANCE UNDER THIS AGREEMENT. Neither party will be liable for delays in data transmission.

13. Pool Affiliate Relationship. In the event Registrar acts as a reseller or affiliate of the Services at any time during the term of this Agreement, the terms and conditions contained in the Pool Affiliate Agreement located at www.pool.com/affiliate_agreement.aspx (as may be amended from time to time in accordance with the terms therein) is incorporated into this Agreement by reference.

14. Miscellaneous. Non-performance of either party will be excused to the extent that performance is rendered impossible by any force majeure event and not caused by the gross negligence or willful misconduct of the non-performing party. The relationship of the parties established by this Agreement is that of independent contractors. This Agreement will be governed by and construed under the laws of the Province of Ontario, Canada without reference to conflict of law principles. Each party submits to the exclusive subject matter jurisdiction, personal jurisdiction and venue of the courts of that Province. Each party agrees that any action, suit or application will be brought and heard in Ottawa, Canada. The parties will endeavor to settle amicably by mutual discussions any disputes, differences or claims whatsoever related to this Agreement. This Agreement, together with all exhibits and attachments hereto, sets forth the entire agreement and understanding of the parties relating to the subject matter herein (other than agreements relating to confidentiality) and merges all prior discussions between them. Except as set forth in Section 13, No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both parties, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. Neither party may assign this Agreement, or assign or delegate any right or obligation hereunder, without the prior written consent of the other party, except in the case of a sale or other transfer of substantially all of such party's assets or equity, whether by sale of assets or stock or by merger or other reorganization, provided that the assignee has agreed in writing to be bound by all the terms and conditions of this Agreement. Subject to the foregoing sentence, this Agreement will be binding on each party's respective successors and assigns. If any provision in this Agreement is found invalid then such provision will be construed, if feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it will be severed from the remainder of this Agreement, and the parties will negotiate, in good faith, a substitute, valid and enforceable provision that most nearly effects the parties' intent in entering into this Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which when taken together will constitute a single instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf on the Effective Date by their respective duly authorized representatives.

Pool.com Inc.:

By: 

Name: Len Bayles

Title: Vice President

"Registrar":

By: 

Name: EDMON CHUNG

Title: PRESIDENT + CHIEF CREATING OFFICER

Netela

**Amendment to
Pool.com Registrar Partner Agreement**

This Amendment (this "Amendment") to that certain Pool.com Registrar Partner Agreement by and between Pool.com Inc., a Canadian corporation with offices at 43 Auriga Dr. Ottawa, ON, Canada, K2E 7Y8 and NamesBeyond.Com (the "Agreement") is effective as of November 1, 2003 by and between Pool and Registrar. Capitalized terms used herein will have the definitions set forth in the Agreement unless otherwise defined herein.

The parties hereto agree as follows:

1. This amendment will be effective only as of November 1, 2003
2. Section 3 of the Agreement is amended and restated in its entirety as follows:


"3. **Fees.** Pool will calculate Net Revenue for each TLD for a given calendar month generated from all registrars in the Pool system. Pool will distribute 50% of total Pool Net Revenue equally to each registrar participating in registering such TLD (subject to appropriate pro-rata adjustment downward for registrars who were live in the Pool system for less than the entire month) ("Fees"). "Net Revenue" means gross fees actually collected from a customer for a Service, including without limitation backorder fees and fees collected from completed auctions of backordered domains, less refunds, reimbursed registry fees, discounts, third party selling/affiliate commissions, credit card and bank fees (Pool will deduct 5% for credit card and bank fees) and any taxes. Current Service fees are available at www.pool.com, and may be amended from time to time in Pool's sole discretion. In addition to the Fees above, Pool will reimburse registry fees incurred by Registrar and such fees will be deducted in determining Net Revenue.

Registrar will give Pool exclusive and continual access to 100% of the connections allocated to Registrar by each registry for registering deleted domains and will not, during the term of this Agreement, use such registry connections in any way to compete (alone or with any third party) with Pool in the business of registering deleted domains.


3. All other terms of the Agreement will remain unchanged.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed on its behalf on November 1, 2003 by their respective duly authorized representatives.

Pool.com Inc.:

By: 
Name: Len Bayles
Title: Vice President

"Registrar": NAMESBEYOND.COM

By: 
Name: REBECCA CHAN
Title: PRESIDENT

Pool.com Registrar Partner Agreement

This Registrar Partner Agreement (this "Agreement") is entered into on July 23, 2003 (the "Effective Date") by and between Pool.com Inc., a Canadian corporation with offices at 43 Auriga Dr. Ottawa, ON, Canada, K2E 7Y8 ("Pool") and Nitin Networks, a corporation with offices at 2 Tamarack Circle, Fishkill, NY 12524 ("Registrar").

The parties hereto agree as follows:

1. **Pool Services.** Pool offers domain backorders, domain keyword alerts and other services (the "Services") to customers. Services are currently offered via (i) Pool's website, located at www.pool.com, and (ii) a network of resellers/affiliates that either link to Pool's website or offer the Services via a co-branded or "white-labeled" Pool website. Pool may also offer the Services through additional channels in the future. Pool registers backordered domains on behalf of its customers through its network of accredited registrars.

2. **Domain Registration.** Registrar, an accredited registrar, agrees to provide domain registration services to Pool on behalf of Pool's customers. Pool and Registrar will cooperate to facilitate registrations of Pool's backordered domains; provided, however, the parties will at all times maintain full compliance with all applicable registry, ICANN and any other governing body's policies, rules and procedures. Pool will not modify or delete domains other than domains registered on behalf of Pool's customers.

3. **Fees.** Pool will pay to Registrar Fifty Percent of the "Net Revenue" generated from Services completed by Registrar on behalf of Pool's customers ("Fees"). "Net Revenue" means gross fees actually collected from a customer for a Service, including without limitation backorder registration fees and fees collected from completed auctions of backordered domains, less refunds, discounts, third party selling/affiliate commissions, credit card and bank fees (Pool will deduct 5% for credit card and bank fees) and any taxes. Current Service fees are available at www.pool.com, and may be amended from time to time in Pool's sole discretion. Registry fees incurred in connection with the registration of domains on behalf of Pool's customers are the responsibility of Registrar. In addition, Pool will pay to Registrar the following "advances", to be deducted from Fees payable to Registrar:

- a. \$ 10,000 on the "go live" date of the services (anticipated to be July 27th)
- b. \$ 5,000 at the end of the first full month (anticipated to be Aug 31st)
- c. \$ 5,000 at the end of the second full month (anticipated to be Sept 30th)

4. **Payment of Fees to Registrar.** Pool will pay to Registrar all Fees due to Registrar for a particular calendar month (minus advances) within thirty days after the end of such month. Payments will be made via check or wire transfer. At the time of payment, Pool will also send to registrar a detailed summary of all Fees owed to Registrar for Services. In the event Pool experiences a charge-back or otherwise discounts or refunds a customer for all or any portion of a Service fee, and Pool has already paid Registrar a Fee for such Service, Pool will deduct the payment made to Registrar in connection with such Service from a current or future payment to Registrar.

5. **Term and Termination.** This Agreement will have an initial term of one year and, unless 30 days' prior written notice is provided by either party, will be automatically extended for successive one-year periods on the same terms and conditions expressed herein, or as may be amended by the parties. Either party may terminate this Agreement upon one day's prior notice in the event the "WLS" goes live. Either party may terminate this Agreement without penalty on thirty days prior written notice to the other party. This Agreement may be terminated by either party, upon written notice: (i) upon the institution by the other party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of its debts, which are not dismissed or otherwise resolved in its favor within 60 days thereafter; (ii) upon the other party's making a general assignment for the benefit of creditors; or (iii) upon the other party's dissolution or ceasing to conduct business in the ordinary course. Notwithstanding anything to the contrary herein, Registrar may not terminate this Agreement until Pool has recovered the advances paid pursuant to Section 3 above.

6. **Confidentiality.** The parties will have access to certain confidential and proprietary information of the other party ("Confidential Information"). Confidential Information includes information either marked as confidential or information known by the receiving party as being treated by the disclosing party as confidential. Each party agrees to keep Confidential Information confidential and not to use such information except as authorized by this Agreement or otherwise authorized by the disclosing party, and use at least the same degree of care (and not less than a reasonable degree of care) that it uses to protect its own confidential information. Each party may disclose Confidential Information to its employees, contractors, or agents who reasonably require access in order to carry out the terms of this Agreement and who have been informed of and are obligated to maintain confidentiality. Confidential Information does not include information that: (i) was in the public domain at the time it was disclosed or has become in the public domain through no fault of the receiving party; (ii) was known to the receiving party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the disclosing party; (iv) was independently developed by the receiving party without any use of the Confidential Information; (v) becomes known to the receiving party, without restriction, from a source other than the disclosing party, without breach of this Agreement, by the receiving party; or (vi) is disclosed generally to third parties by the disclosing party without restrictions similar to those contained in this Agreement. The receiving party may disclose the other party's Confidential Information to the extent such disclosure is required by order or requirement of a court, administrative agency, or other governmental body, but only if the receiving party provides prompt notice thereof to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

7. **Press Release.** The parties will cooperate in issuing a jointly approved press release concerning this Agreement, including (without limitation), at Pool's discretion, an initial such release within thirty (30) days after the Effective Date of this Agreement announcing this Agreement and the appointment of Company as a Pool Registrar partner.

8. **Trade Marks.**

8.1 **License.** During the term of this Agreement, each party is hereby granted a non-exclusive non-transferable royalty free license to use the trade marks, trade names, service marks, domain names and logos of the other party (collectively, the "Trade Marks") in connection with this Agreement provided, however, that nothing herein will grant a party any right, title or interest in Trade Marks of the other party except as expressly specified in this Agreement.

8.2 **Restrictions.** Any and all goodwill arising from use of the Trade Marks of a particular party will inure solely to the benefit of such party. Neither party will assert any claim to the Trade Marks of the other party or goodwill associated therewith. Neither party will challenge the validity of or attempt to register any Trade Mark of the other party, nor will it adopt any derivative or confusingly similar trade marks, domain names, brands or marks or create any combination marks with any Trade Mark of the other party.

8.3 **Usage.** Each party will use the Trade Marks of the other party only in accordance with such party's trade mark usage policies as such may be in effect from time to time and only in accordance with this Agreement. If at any time a party reasonably believes that the use of its Trade Marks by the other party fails to otherwise comply with such party's trade mark usage guidelines, such party will so notify the other party in writing. Upon receipt of such notification, the notified party will immediately initiate steps to conform with the trade mark usage guidelines and will effect such conformance or cure within 15 days.

9. **Ownership.** Each party will retain ownership of its intellectual property. Except as expressly provided in this agreement, neither party is authorized or licensed to use the other party's intellectual property.

10. **Indemnity.** Each party, at its own expense, will defend, indemnify and hold the other party, its officers, directors, employees, agents and successors harmless against any liability, or any litigation cost or expense (including attorneys' fees), arising out of acts or omissions of the indemnifying party's agents or employees, breach of any provisions of this agreement, or operation of such indemnifying party's business; provided that the indemnified party provides the indemnifying party with: (i) prompt written notice of such claim, and (ii) proper and full information and assistance to settle or defend any such claim. The indemnifying party will not enter into any settlement or compromise of any indemnifiable claim without the indemnified party's prior written permission, which permission shall not be unreasonably withheld or delayed.

11. **Disclaimer.** REGISTRAR ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE PROVIDED "AS IS," AND THAT POOL MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS, ON ITS OWN BEHALF ON AND BEHALF OF ITS SUPPLIERS AND LICENSORS, ANY WARRANTIES AS TO THE USEFULNESS, ACCURACY, RELIABILITY, NON-INFRINGEMENT OR EFFECTIVENESS OF SUCH SERVICES OR THAT ANY OF SUCH SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR THAT DEFECTS HAVE OR WILL BE CORRECTED, OR THAT SUCH SERVICES WILL MEET THE NEEDS OF ANY PARTY. WITHOUT LIMITING THE FOREGOING, POOL DISCLAIMS ALL WARRANTIES OF REASONABLE SKILL OR CARE. IN NO EVENT WILL POOL BE LIABLE TO REGISTRAR FOR ANY FAILURE, DISRUPTION, DOWNTIME, INCORRECT LINKAGE OR OTHER NON-PERFORMANCE OF THE SERVICES. POOL'S SOLE LIABILITY, AND REGISTRAR'S SOLE REMEDY, WITH RESPECT TO SUCH WARRANTY WILL BE POOL'S OBLIGATION TO CORRECT ERRORS WITH A LEVEL OF EFFORT COMMENSURATE WITH THE SEVERITY OF THE ERROR.

12. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FROM ANY CAUSE EXCEED FEES PAID BY POOL TO REGISTRAR UNDER THIS AGREEMENT FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE. IN ADDITION, IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES, OR EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES OR LOSS OF PROFITS), EVEN IF SUCH PARTY, ITS AFFILIATES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING SERVICES TO THE OTHER PARTY OR ANY OTHER PERFORMANCE UNDER THIS AGREEMENT. Neither party will be liable for delays in data transmission.

13. **Pool Affiliate Relationship.** In the event Registrar acts as a reseller or affiliate of the Services at any time during the term of this Agreement, the terms and conditions contained in the Pool Affiliate Agreement located at www.pool.com/affiliate_agreement.aspx (as may be amended from time to time in accordance with the terms therein) is incorporated into this Agreement by reference.

14. **Miscellaneous.** Non-performance of either party will be excused to the extent that performance is rendered impossible by any force majeure event and not caused by the gross negligence or willful misconduct of the non-performing party. The relationship of the parties established by this Agreement is that of independent contractors. This Agreement will be governed by and construed under the laws of the Province of Ontario, Canada without reference to conflict of law principles. Each party

submits to the exclusive subject matter jurisdiction, personal jurisdiction and venue of the courts of that Province. Each party agrees that any action, suit of application will be brought and heard in Ottawa, Canada. The parties will endeavor to settle amicably by mutual discussions any disputes, differences or claims whatsoever related to this Agreement. This Agreement, together with all exhibits and attachments hereto, sets forth the entire agreement and understanding of the parties relating to the subject matter herein (other than agreements relating to confidentiality) and merges all prior discussions between them. Except as set forth in Section 13, No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both parties, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. Neither party may assign this Agreement, or assign or delegate any right or obligation hereunder, without the prior written consent of the other party, except in the case of a sale or other transfer of substantially all of such party's assets or equity, whether by sale of assets or stock or by merger or other reorganization, provided that the assignee has agreed in writing to be bound by all the terms and conditions of this Agreement. Subject to the foregoing sentence, this Agreement will be binding on each party's respective successors and assigns. If any provision in this Agreement is found invalid then such provision will be construed, if feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it will be severed from the remainder of this Agreement, and the parties will negotiate, in good faith, a substitute, valid and enforceable provision that most nearly effects the parties' intent in entering into this Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which when taken together will constitute a single instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf on the Effective Date by their respective duly authorized representatives.

Pool.com Inc.:

By: _____

Name: _____

Title: _____

"Registrar":

By:  _____

Name: NITIN AGARWAL

Title: PRESIDENT

**Amendment to
Pool.com Registrar Partner Agreement**

This Amendment (this "Amendment") to that certain Pool.com Registrar Partner Agreement by and between Pool.com Inc., a Canadian corporation with offices at 43 Auriga Dr. Ottawa, ON, Canada, K2E 7Y8 and Abr Products Inc. dba Nitin Networks (the "Agreement") is effective as of November 1, 2003 by and between Pool and Registrar. Capitalized terms used herein will have the definitions set forth in the Agreement unless otherwise defined herein.

The parties hereto agree as follows:

1. This amendment will be effective only as of November 1, 2003
2. Section 3 of the Agreement is amended and restated in its entirety as follows:

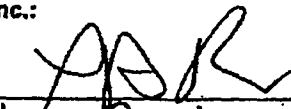
"3. **Fees.** Pool will calculate Net Revenue for each TLD for a given calendar month generated from all registrars in the Pool system. Pool will distribute 50% of total Pool Net Revenue equally to each registrar participating in registering such TLD (subject to appropriate pro-rata adjustment downward for registrars who were live in the Pool system for less than the entire month) ("Fees"). "Net Revenue" means gross fees actually collected from a customer for a Service, including without limitation backorder fees and fees collected from completed auctions of backordered domains, less refunds, reimbursed registry fees, discounts, third party selling/affiliate commissions, credit card and bank fees (Pool will deduct 5% for credit card and bank fees) and any taxes. Current Service fees are available at www.pool.com, and may be amended from time to time in Pool's sole discretion. In addition to the Fees above, Pool will reimburse registry fees incurred by Registrar and such fees will be deducted in determining Net Revenue.

Registrar will give Pool exclusive and continual access to 100% of the connections allocated to Registrar by each registry for registering deleted domains and will not, during the term of this Agreement, use such registry connections in any way to compete (alone or with any third party) with Pool in the business of registering deleted domains.


3. All other terms of the Agreement will remain unchanged.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed on its behalf on November 1, 2003 by their respective duly authorized representatives.

Pool.com Inc.:

By: 
Name: Len Bayles
Title: Vice President

"Registrar":

By: 
Name: Nitin Agarwal
Title: President & Chief Software Developer

Pool.com Registrar Partner Agreement

This Registrar Partner Agreement (this "Agreement") is entered into on 4 April, 2003 (the "Effective Date") by and between Pool.com Inc., a Canadian corporation with offices at 43 Auriga Dr. Ottawa, ON, Canada, K2E 7Y8 ("Pool") and PSI Japan, Inc., a Japanese corporation with offices at 7-2-2 Sakuragaoka, Shinagawa-ku, Tokyo 108-8501, Japan ("Registrar").

The parties hereto agree as follows:

1. **Pool Services.** Pool offers domain backorders, domain keyword alerts and other services (the "Services") to customers. Services are currently offered via (i) Pool's website, located at www.pool.com, and (ii) a network of resellers/affiliates that either link to Pool's website or offer the Services via a co-branded or "white-labeled" Pool website. Pool may also offer the Services through additional channels in the future. Pool registers backordered domains on behalf of its customers through its network of accredited registrars.

2. **Domain Registration.** Registrar, an accredited registrar, agrees to provide domain registration services to Pool on behalf of Pool's customers. Pool and Registrar will cooperate to facilitate registrations of Pool's backordered domains; provided, however, the parties will at all times maintain full compliance with all applicable registry, ICANN and any other governing body's policies, rules and procedures.

3. **Fees.** Pool will pay to Registrar Fifty Percent of the "Net Revenue" generated from Services completed by Registrar on behalf of Pool's customers ("Fees"). "Net Revenue" means gross fees actually collected from a customer for a Service, including without limitation backorder registration fees and fees collected from completed auctions of backordered domains, less refunds, discounts, third party selling/affiliate commissions, credit card and bank fees (Pool will deduct 5% for credit card and bank fees) and any taxes. Current Service fees are available at www.pool.com, and may be amended from time to time in Pool's sole discretion. Registry fees incurred in connection with the registration of domains on behalf of Pool's customers are the responsibility of Registrar.

4. **Payment of Fees to Registrar.** Pool will pay to Registrar all Fees due to Registrar for a particular calendar month within thirty days after the end of such month. Payments will be made via check or wire transfer. At the time of payment, Pool will also send to registrar a detailed summary of all Fees owed to Registrar for Services. In the event Pool experiences a charge-back or otherwise discounts or refunds a customer for all or any portion of a Service fee, and Pool has already paid Registrar a Fee for such Service, Pool will deduct the payment made to Registrar in connection with such Service from a current or future payment to Registrar.

5. **Term and Termination.** This Agreement will have an initial term of one year and, unless 30 days' prior written notice is provided by either party, will be automatically extended for successive one-year periods on the same terms and conditions expressed herein, or as may be amended by the parties. Either party may terminate this Agreement without penalty on thirty days' prior written notice to the other party. This Agreement may be terminated by either party, upon written notice: (i) upon the institution by the other party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of its debts, which are not dismissed or otherwise resolved in its favor within 60 days thereafter; (ii) upon the other party's making a general assignment for the benefit of creditors; or (iii) upon the other party's dissolution or ceasing to conduct business in the ordinary course.

6. **Confidentiality.** The parties will have access to certain confidential and proprietary information of the other party ("Confidential Information"). Confidential Information includes information either marked as confidential or information known by the receiving party as being treated by the disclosing party as confidential. Each party agrees to keep Confidential Information confidential and not to use such information except as authorized by this Agreement or otherwise authorized by the disclosing party, and use at least the same degree of care (and not less than a reasonable degree of care) that it uses to protect its own confidential information. Each party may disclose Confidential Information to its employees, contractors, or agents who reasonably require access in order to carry out the terms of this Agreement and who have been informed of and are obligated to maintain confidentiality. Confidential Information does not include information that: (i) was in the public domain at the time it was disclosed or has become in the public domain through no fault of the receiving party; (ii) was known to the receiving party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the disclosing party; (iv) was independently developed by the receiving party without any use of the Confidential Information; (v) becomes known to the receiving party, without restriction, from a source other than the disclosing party, without breach of this Agreement, by the receiving party; or (vi) is disclosed generally to third parties by the disclosing party without restrictions similar to those contained in this Agreement. The receiving party may disclose the other party's Confidential Information to the extent such disclosure is required by order or requirement of a court, administrative agency, or other governmental body, but only if the receiving party provides prompt notice thereof to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

7. **Press Release.** The parties will cooperate in issuing a jointly approved press release concerning this Agreement, including (without limitation), at Pool's discretion, an initial such release within thirty (30) days after the Effective Date of this Agreement announcing this Agreement and the appointment of Company as a Pool Registrar partner.

8. **Trade Marks.**

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8.1 License. During the term of this Agreement, each party is hereby granted a non-exclusive non-transferable royalty free license to use the trade marks, trade names, service marks, domain names and logos of the other party (collectively, the "Trade Marks") in connection with this Agreement provided, however, that nothing herein will grant a party any right, title or interest in Trade Marks of the other party except as expressly specified in this Agreement.

8.2 Restrictions. Any and all goodwill arising from use of the Trade Marks of a particular party will inure solely to the benefit of such party. Neither party will assert any claim to the Trade Marks of the other party or goodwill associated therewith. Neither party will challenge the validity of or attempt to register any Trade Mark of the other party, nor will it adopt any derivative or confusingly similar trade marks, domain names, brands or marks or create any combination marks with any Trade Mark of the other party.

8.3 Usage. Each party will use the Trade Marks of the other party only in accordance with such party's trade mark usage policies as such may be in effect from time to time and only in accordance with this Agreement. If at any time a party reasonably believes that the use of its Trade Marks by the other party fails to otherwise comply with such party's trade mark usage guidelines, such party will so notify the other party in writing. Upon receipt of such notification, the notified party will immediately initiate steps to conform with the trade mark usage guidelines and will effect such conformance or cure within 15 days.

9. Ownership. Each party will retain ownership of its intellectual property. Except as expressly provided in this agreement, neither party is authorized or licensed to use the other party's intellectual property.

10. Indemnity. Each party, at its own expense, will defend, indemnify and hold the other party, its officers, directors, employees, agents and successors harmless against any liability, or any litigation cost or expense (including attorneys' fees), arising out of acts or omissions of the indemnifying party's agents or employees, breach of any provisions of this agreement, or operation of such indemnifying party's business; provided that the indemnified party provides the indemnifying party with: (i) prompt written notice of such claim, and (ii) proper and full information and assistance to settle or defend any such claim. The indemnifying party will not enter into any settlement or compromise of any indemnifiable claim without the indemnified party's prior written permission, which permission shall not be unreasonably withheld or delayed.

11. Disclaimer. REGISTRAR ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE PROVIDED "AS IS," AND THAT POOL MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS, ON ITS OWN BEHALF ON AND BEHALF OF ITS SUPPLIERS AND LICENSORS, ANY WARRANTIES AS TO THE USEFULNESS, ACCURACY, RELIABILITY, NON-INFRINGEMENT OR EFFECTIVENESS OF SUCH SERVICES OR THAT ANY OF SUCH SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR THAT DEFECTS HAVE OR WILL BE CORRECTED, OR THAT SUCH SERVICES WILL MEET THE NEEDS OF ANY PARTY. WITHOUT LIMITING THE FOREGOING, POOL DISCLAIMS ALL WARRANTIES OF REASONABLE SKILL OR CARE. IN NO EVENT WILL POOL BE LIABLE TO REGISTRAR FOR ANY FAILURE, DISRUPTION, DOWNTIME, INCORRECT LINKAGE OR OTHER NON-PERFORMANCE OF THE SERVICES. POOL'S SOLE LIABILITY, AND REGISTRAR'S SOLE REMEDY, WITH RESPECT TO SUCH WARRANTY WILL BE POOL'S OBLIGATION TO CORRECT ERRORS WITH A LEVEL OF EFFORT COMMENSURATE WITH THE SEVERITY OF THE ERROR.

12. Limitation of Liability. IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FROM ANY CAUSE EXCEED FEES PAID BY POOL TO REGISTRAR UNDER THIS AGREEMENT FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE. IN ADDITION, IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES, OR EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES OR LOSS OF PROFITS), EVEN IF SUCH PARTY, ITS AFFILIATES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING SERVICES TO THE OTHER PARTY OR ANY OTHER PERFORMANCE UNDER THIS AGREEMENT. Neither party will be liable for delays in data transmission.

13. Pool Affiliate Relationship. In the event Registrar acts as a reseller or affiliate of the Services at any time during the term of this Agreement, the terms and conditions contained in the Pool Affiliate Agreement located at www.pool.com/affiliate_agreement.aspx (as may be amended from time to time in accordance with the terms therein) is incorporated into this Agreement by reference.

14. Miscellaneous. Non-performance of either party will be excused to the extent that performance is rendered impossible by any force majeure event and not caused by the gross negligence or willful misconduct of the non-performing party. The relationship of the parties established by this Agreement is that of independent contractors. This Agreement will be governed by and construed under the laws of the Province of Ontario, Canada without reference to conflict of law principles. Each party submits to the exclusive subject matter jurisdiction, personal jurisdiction and venue of the courts of that Province. Each party agrees that any action, suit or application will be brought and heard in Ottawa, Canada. The parties will endeavor to settle amicably by mutual discussions any disputes, differences or claims whatsoever related to this Agreement. This Agreement, together with all exhibits and attachments hereto, sets forth the entire agreement and understanding of the parties relating to the subject matter herein (other than agreements relating to confidentiality) and merges all prior discussions between them. Except as set forth in Section 13, No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will

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be effective unless in writing signed by both parties, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. Neither party may assign this Agreement, or assign or delegate any right or obligation hereunder, without the prior written consent of the other party, except in the case of a sale or other transfer of substantially all of such party's assets or equity, whether by sale of assets or stock or by merger or other reorganization, provided that the assignee has agreed in writing to be bound by all the terms and conditions of this Agreement. Subject to the foregoing sentence, this Agreement will be binding on each party's respective successors and assigns. If any provision in this Agreement is found invalid then such provision will be construed, if feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it will be severed from the remainder of this Agreement, and the parties will negotiate, in good faith, a substitute, valid and enforceable provision that most nearly effects the parties' intent in entering into this Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which when taken together will constitute a single instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf on the Effective Date by their respective duly authorized representatives.

Pool.com Inc.:

By: 

Name: Len Bayles

Title: Vice President

"Registrar":

By: 

Name: Robert L. Connolly

Title: Chairman

**Amendment to
Pool.com Registrar Partner Agreement**

This Amendment (this "Amendment") to that certain Pool.com Registrar Partner Agreement by and between Pool.com Inc., a Canadian corporation with offices at 43 Auriga Dr. Ottawa, ON, Canada, K2E 7Y8 and PSI-Japan (the "Agreement") is effective as of November 1, 2003 by and between Pool and Registrar. Capitalized terms used herein will have the definitions set forth in the Agreement unless otherwise defined herein.

The parties hereto agree as follows:

1. This amendment will be effective only as of November 1, 2003
2. Section 3 of the Agreement is amended and restated in its entirety as follows:

"3. Fees. Pool will calculate Net Revenue for each TLD for a given calendar month generated from all registrars in the Pool system. Pool will distribute 50% of total Pool Net Revenue equally to each registrar participating in registering such TLD (subject to appropriate pro-rata adjustment downward for registrars who were live in the Pool system for less than the entire month) ("Fees"). "Net Revenue" means gross fees actually collected from a customer for a Service, including without limitation backorder fees and fees collected from completed auctions of backordered domains, less refunds, reimbursed registry fees, discounts, third party selling/affiliate commissions, credit card and bank fees (Pool will deduct 5% for credit card and bank fees) and any taxes. Current Service fees are available at www.pool.com, and may be amended from time to time in Pool's sole discretion. In addition to the Fees above, Pool will reimburse registry fees incurred by Registrar and such fees will be deducted in determining Net Revenue.

Registrar will give Pool exclusive and continual access to 100% of the connections allocated to Registrar by each registry for registering deleted domains and will not, during the term of this Agreement, use such registry connections in any way to compete (alone or with any third party) with Pool in the business of registering deleted domains.

3. All other terms of the Agreement will remain unchanged.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed on its behalf on November 1, 2003 by their respective duly authorized representatives.

Pool.com Inc.:

By: _____

Name: _____

Title: _____

"Registrar":

By: Robert F. Connelly

Name: Robert F. Connelly

Title: Chairman

Pool.com Registrar Partner Agreement

This Registrar Partner Agreement (this "Agreement") is entered into on August 28, 2003 (the "Effective Date") by and between Pool.com Inc., a Canadian corporation with offices at 43 Auriga Dr. Ottawa, ON, Canada, K2E 7Y8 ("Pool") and R & K Global Business Services, Inc. dba 000Domains.com, an Arkansas corporation with offices at 13200 West Markham St, Suite 104, Little Rock, AR 72211, USA ("Registrar").

The parties hereto agree as follows:

1. **Pool Services.** Pool offers domain backorders, domain keyword alerts and other services (the "Services") to customers. Services are currently offered via (i) Pool's website, located at www.pool.com, and (ii) a network of resellers/affiliates that either link to Pool's website or offer the Services via a co-branded or "white-labeled" Pool website. Pool may also offer the Services through additional channels in the future. Pool registers backordered domains on behalf of its customers through its network of accredited registrars.

2. **Domain Registration.** Registrar, an accredited registrar, agrees to provide domain registration services to Pool on behalf of Pool's customers. Pool and Registrar will cooperate to facilitate registrations of Pool's backordered domains; provided, however, the parties will at all times maintain full compliance with all applicable registry, ICANN and any other governing body's policies, rules and procedures. Pool will not modify or delete domains other than domains registered on behalf of Pool's customers. Pool will bear all hardware and software costs in facilitating registrations.

3. **Fees.** Pool will pay to Registrar Fifty Percent of the "Net Revenue" generated from Services completed by Registrar on behalf of Pool's customers ("Fees"); provided that the aggregate Fees for any particular calendar month will not be less than \$20,000 (pro-rated for partial months), for so long as and to the extent 100% of the Registrar's connections are live in the Pool system. Provided that the go-live date of the Pool Services on Registrar is no later than September 1, 2003, Pool will pay to Registrar an advance on future Fees of \$10,000 (such payment to be made within 5 business days of the actual go-live date). Pool will also reimburse registry fees (\$6 per domain) to Registrar for each domain registered on behalf of Pool's customers by Registrar.

"Net Revenue" means gross fees actually collected from a customer for a Service, including without limitation backorder fees and fees collected from completed auctions of backordered domains, less refunds, reimbursed registry fees, discounts, third party selling/affiliate commissions, credit card and bank fees (Pool will deduct 5% for credit card and bank fees) and any taxes. Current Service fees are available at www.pool.com, and may be amended from time to time in Pool's sole discretion.

Pool may, upon prior written notice to Registrar, change its method for paying fees to registrars, including Registrar, in order to provide equal payments to all registrars in the Pool system. Instead of the method set forth in the immediately preceding paragraph, Pool would calculate Fees as follows (the "Shared Fee System"): Pool will calculate Net Revenue for a given calendar month generated from all registrars in the Pool system. Pool will distribute 50% of total Pool Net Revenue equally to each registrar (subject to appropriate pro-rata adjustment downward for registrars who were live in the Pool system for less than the entire month).

Registrar will give Pool exclusive and continual access to 100% of the connections allocated to Registrar by each registry for registering deleted domains and will not, during the term of this Agreement, use such registry connections in any way to compete (alone or with any third party) with Pool in the business of registering deleted domains.

4. **Payment of Fees to Registrar.** Pool will pay to Registrar all Fees due to Registrar for a particular calendar month as soon as commercially reasonable, and not later than thirty days after the end of such month. Payments will be made via check or wire transfer. At the time of payment, Pool will also send to registrar a detailed summary of all Fees owed to Registrar for Services. In the event Pool experiences a charge-back or otherwise discounts or refunds a customer for all or any portion of a Service fee, and Pool has already paid Registrar a Fee for such Service, Pool will deduct the payment made to Registrar in connection with such Service from a current or future payment to Registrar. In the event Pool moves to a Shared Fee System, any charge-backs, discounts, etc. will be deducted from total Pool revenue (in determining Net Revenue) in the month such charge is experienced by Pool and such cost will therefore be spread evenly among all Pool registrars.

5. **Term and Termination.** This Agreement will have an initial term of one year and, unless 30 days' prior written notice is provided by either party, will be automatically extended for successive one-year periods on the same terms and conditions expressed herein, or as may be amended by the parties. Either party may terminate this Agreement without penalty on thirty days prior written notice to the other party. Pool may terminate this Agreement for any reason upon one day's prior notice. This Agreement may be terminated by either party, upon written notice: (i) upon the institution by the other party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of its debts, which are not dismissed or otherwise resolved in its favor within 60 days thereafter; (ii) upon the other party's making a general assignment for the benefit of creditors; or (iii) upon the other party's dissolution or ceasing to conduct business in the ordinary course.

6. **Confidentiality.** The parties will have access to certain confidential and proprietary information of the other party ("Confidential Information"). Confidential Information includes information either marked as confidential or information known by the receiving party as being treated by the disclosing party as confidential. Each party agrees to keep Confidential Information confidential and not to use such information except as authorized by this Agreement or otherwise authorized by the disclosing party, and use at least the same degree of care (and not less than a reasonable degree of care) that it uses to protect its own

confidential information. Each party may disclose Confidential Information to its employees, contractors, or agents who reasonably require access in order to carry out the terms of this Agreement and who have been informed of and are obligated to maintain confidentiality. Confidential Information does not include information that: (i) was in the public domain at the time it was disclosed or has become in the public domain through no fault of the receiving party; (ii) was known to the receiving party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the disclosing party; (iv) was independently developed by the receiving party without any use of the Confidential Information; (v) becomes known to the receiving party, without restriction, from a source other than the disclosing party, without breach of this Agreement, by the receiving party; or (vi) is disclosed generally to third parties by the disclosing party without restrictions similar to those contained in this Agreement. The receiving party may disclose the other party's Confidential Information to the extent such disclosure is required by order or requirement of a court, administrative agency, or other governmental body, but only if the receiving party provides prompt notice thereof to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. The financial and other terms of this Agreement are "Confidential Information" under this Section 6.

7. Press Release. The parties will cooperate in issuing a jointly approved press release concerning this Agreement, including (without limitation), at Pool's discretion, an initial such release within thirty (30) days after the Effective Date of this Agreement announcing this Agreement and the appointment of Company as a Pool Registrar partner.

8. Trade Marks.

8.1 License. During the term of this Agreement, each party is hereby granted a non-exclusive non-transferable royalty free license to use the trade marks, trade names, service marks, domain names and logos of the other party (collectively, the "Trade Marks") in connection with this Agreement provided, however, that nothing herein will grant a party any right, title or interest in Trade Marks of the other party except as expressly specified in this Agreement.

8.2 Restrictions. Any and all goodwill arising from use of the Trade Marks of a particular party will inure solely to the benefit of such party. Neither party will assert any claim to the Trade Marks of the other party or goodwill associated therewith. Neither party will challenge the validity of or attempt to register any Trade Mark of the other party, nor will it adopt any derivative or confusingly similar trade marks, domain names, brands or marks or create any combination marks with any Trade Mark of the other party.

8.3 Usage. Each party will use the Trade Marks of the other party only in accordance with such party's trade mark usage policies as such may be in effect from time to time and only in accordance with this Agreement. If at any time a party reasonably believes that the use of its Trade Marks by the other party fails to otherwise comply with such party's trade mark usage guidelines, such party will so notify the other party in writing. Upon receipt of such notification, the notified party will immediately initiate steps to conform with the trade mark usage guidelines and will effect such conformance or cure within 15 days.

9. Ownership. Each party will retain ownership of its intellectual property. Except as expressly provided in this agreement, neither party is authorized or licensed to use the other party's Intellectual property.

10. Indemnity. Each party, at its own expense, will defend, indemnify and hold the other party, its officers, directors, employees, agents and successors harmless against any liability, or any litigation cost or expense (including attorneys' fees), arising out of acts or omissions of the indemnifying party's agents or employees, breach of any provisions of this agreement, or operation of such indemnifying party's business; provided that the indemnified party provides the indemnifying party with: (i) prompt written notice of such claim, and (ii) proper and full information and assistance to settle or defend any such claim. The indemnifying party will not enter into any settlement or compromise of any indemnifiable claim without the indemnified party's prior written permission, which permission shall not be unreasonably withheld or delayed.

11. Disclaimer. REGISTRAR ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE PROVIDED "AS IS," AND THAT POOL MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS, ON ITS OWN BEHALF ON AND BEHALF OF ITS SUPPLIERS AND LICENSORS, ANY WARRANTIES AS TO THE USEFULNESS, ACCURACY, RELIABILITY, NON-INFRINGEMENT OR EFFECTIVENESS OF SUCH SERVICES OR THAT ANY OF SUCH SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR THAT DEFECTS HAVE OR WILL BE CORRECTED, OR THAT SUCH SERVICES WILL MEET THE NEEDS OF ANY PARTY. WITHOUT LIMITING THE FOREGOING, POOL DISCLAIMS ALL WARRANTIES OF REASONABLE SKILL OR CARE. IN NO EVENT WILL POOL BE LIABLE TO REGISTRAR FOR ANY FAILURE, DISRUPTION, DOWNTIME, INCORRECT LINKAGE OR OTHER NON-PERFORMANCE OF THE SERVICES. POOL'S SOLE LIABILITY, AND REGISTRAR'S SOLE REMEDY, WITH RESPECT TO SUCH WARRANTY WILL BE POOL'S OBLIGATION TO CORRECT ERRORS WITH A LEVEL OF EFFORT COMMENSURATE WITH THE SEVERITY OF THE ERROR.

12. Limitation of Liability. IN NO EVENT WILL EITHER PARTYS LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FROM ANY CAUSE EXCEED FEES PAID BY POOL TO REGISTRAR UNDER THIS AGREEMENT FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE. IN ADDITION, IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES, OR EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES OR LOSS OF PROFITS), EVEN IF SUCH PARTY, ITS AFFILIATES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY

ARISING OUT OF OR RELATING IN ANY WAY TO SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING SERVICES TO THE OTHER PARTY OR ANY OTHER PERFORMANCE UNDER THIS AGREEMENT. Neither party will be liable for delays in data transmission.

13. **Pool Affiliate Relationship.** In the event Registrar acts as a reseller or affiliate of the Services at any time during the term of this Agreement, the terms and conditions contained in the Pool Affiliate Agreement located at www.pool.com/affiliate_agreement.aspx (as may be amended from time to time in accordance with the terms therein) is incorporated into this Agreement by reference.

14. **Miscellaneous.** Non-performance of either party will be excused to the extent that performance is rendered impossible by any force majeure event and not caused by the gross negligence or willful misconduct of the non-performing party. The relationship of the parties established by this Agreement is that of independent contractors. This Agreement will be governed by and construed under the laws of the Province of Ontario, Canada without reference to conflict of law principles. Each party submits to the exclusive subject matter jurisdiction, personal jurisdiction and venue of the courts of that Province. Each party agrees that any action, suit of application will be brought and heard in Ottawa, Canada. The parties will endeavor to settle amicably by mutual discussions any disputes, differences or claims whatsoever related to this Agreement. This Agreement, together with all exhibits and attachments hereto, sets forth the entire agreement and understanding of the parties relating to the subject matter herein (other than agreements relating to confidentiality) and merges all prior discussions between them. Except as set forth in Section 13, No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both parties, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. Neither party may assign this Agreement, or assign or delegate any right or obligation hereunder, without the prior written consent of the other party, except in the case of a sale or other transfer of substantially all of such party's assets or equity, whether by sale of assets or stock or by merger or other reorganization, provided that the assignee has agreed in writing to be bound by all the terms and conditions of this Agreement. Subject to the foregoing sentence, this Agreement will be binding on each party's respective successors and assigns. If any provision in this Agreement is found invalid then such provision will be construed, if feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it will be severed from the remainder of this Agreement, and the parties will negotiate, in good faith, a substitute, valid and enforceable provision that most nearly effects the parties' intent in entering into this Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which when taken together will constitute a single instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf on the Effective Date by their respective duly authorized representatives.

Pool.com Inc.:

By: _____

Name: _____

Title: _____

"Registrar":

By: _____

Name: _____

Title: _____

000Domains

From: "Taryn Naidu" <taryn@pool.com>
To: <tayfun@000domains.com>
Sent: Wednesday, November 26, 2003 5:06 PM
Subject: Registrar Partner Agreement

Dear Tayfun,

I am writing to inform you of a necessary change to our Registrar Partner Agreement. As you may know, Verisign has reduced the number of connections a Registrar may use to access the auto-pool from 40 down to 30, a 25% decrease. As a result of this change, it has become necessary for us to reduce the level of guaranteed fees payable to you by a similar 25%.

This does not mean we will be decreasing the revenue share. We will still be distributing 50% of net revenue among all registrar partners equally. All we feel is necessary at this time is to reduce the guarantee associated with your agreement with us. As a result of this change, your monthly fee guarantee will be reduced to \$15,000.

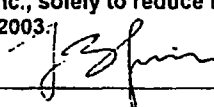
Although the number of connections decreased earlier this month (November), we will not implement this change until December.

If you are in agreement with this change, please print this email, sign below and return it to us via fax at 613-221-1209. We will counter-sign it and return it to you. If you have questions or wish to discuss this with us, please contact me or Len Bayles directly.

I also want to let you know that we have added backorder functionality for .org, .info and .biz and we are preparing to launch .ca, .de and .co.uk in the near future. Substantial additional revenues have been realized for test registrars participating in registering these new domains on behalf of Pool's customers. If you would like to participate in new and future domain registrations for these domains, please contact me at your earliest convenience.

Taryn Naidu
Operations Manager
Pool.com

R&K Global Business Services, DBA 000Domains.com agrees to amend its Registrar Partner Agreement with Pool.com, Inc., solely to reduce the monthly fee guarantee to \$15,000. This change will take effect beginning in December, 2003.

By: 
Name: Tayfun Bilgin
Title: President
Date: 12/01/2003

AGREED:

POOL.COM, INC.:

By: _____
Name: _____
Title: _____
Date: _____

Pool.com Registrar Partner Agreement

This Registrar Partner Agreement (this "Agreement") is entered into on July 19th, 2003 (the "Effective Date") by and between Pool.com Inc., a Canadian corporation with offices at 43 Auriga Dr. Ottawa, ON, Canada, K2E 7Y8 ("Pool") and Rebel.com ("Registrar").

The parties hereto agree as follows:

1. **Pool Services.** Pool offers domain backorders, domain keyword alerts and other services (the "Services") to customers. Services are currently offered via (i) Pool's website, located at www.pool.com, and (ii) a network of resellers/affiliates that either link to Pool's website or offer the Services via a co-branded or "white-labeled" Pool website. Pool may also offer the Services through additional channels in the future. Pool registers backordered domains on behalf of its customers through its network of accredited registrars.
2. **Domain Registration.** Registrar, an accredited registrar, agrees to provide domain registration services to Pool on behalf of Pool's customers. Pool and Registrar will cooperate to facilitate registrations of Pool's backordered domains; provided, however, the parties will at all times maintain full compliance with all applicable registry, ICANN and any other governing body's policies, rules and procedures.
3. **Fees.** Pool will pay to Registrar Fifty Percent of the "Net Revenue" generated from Services completed by Registrar on behalf of Pool's customers ("Fees"). "Net Revenue" means gross fees actually collected from a customer for a Service, including without limitation backorder registration fees and fees collected from completed auctions of backordered domains, less refunds, discounts, third party selling/affiliate commissions, credit card and bank fees (Pool will deduct 5% for credit card and bank fees) and any taxes. Current Service fees are available at www.pool.com, and may be amended from time to time in Pool's sole discretion. Registry fees incurred in connection with the registration of domains on behalf of Pool's customers are the responsibility of Registrar.
4. **Payment of Fees to Registrar.** Pool will pay to Registrar all Fees due to Registrar for a particular calendar month within thirty days after the end of such month. Payments will be made via check or wire transfer. At the time of payment, Pool will also send to registrar a detailed summary of all Fees owed to Registrar for Services. In the event Pool experiences a charge-back or otherwise discounts or refunds a customer for all or any portion of a Service fee, and Pool has already paid Registrar a Fee for such Service, Pool will deduct the payment made to Registrar in connection with such Service from a current or future payment to Registrar.
5. **Term and Termination.** This Agreement will have an initial term of one year and, unless 30 days' prior written notice is provided by either party, will be automatically extended for successive one-year periods on the same terms and conditions expressed herein, or as may be amended by the parties. Either party may terminate this Agreement upon one day's prior notice in the event the "WLS" goes live. Either party may terminate this Agreement without penalty on thirty days prior written notice to the other party. This Agreement may be terminated by either party, upon written notice: (i) upon the institution by the other party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of its debts, which are not dismissed or otherwise resolved in its favor within 60 days thereafter; (ii) upon the other party's making a general assignment for the benefit of creditors; or (iii) upon the other party's dissolution or ceasing to conduct business in the ordinary course.
6. **Confidentiality.** The parties will have access to certain confidential and proprietary information of the other party ("Confidential Information"). Confidential Information includes information either marked as confidential or information known by the receiving party as being treated by the disclosing party as confidential. Each party agrees to keep Confidential Information confidential and not to use such information except as authorized by this Agreement or otherwise authorized by the disclosing party, and use at least the same degree of care (and not less than a reasonable degree of care) that it uses to protect its own confidential information. Each party may disclose Confidential Information to its employees, contractors, or agents who reasonably require access in order to carry out the terms of this Agreement and who have been informed of and are obligated to maintain confidentiality. Confidential Information does not include information that: (i) was in the public domain at the time it was disclosed or has become in the public domain through no fault of the receiving party; (ii) was known to the receiving party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the disclosing party; (iv) was independently developed by the receiving party without any use of the Confidential Information; (v) becomes known to the receiving party, without restriction, from a source other than the disclosing party, without breach of this Agreement, by the receiving party; or (vi) is disclosed generally to third parties by the disclosing party without restrictions similar to those contained in this Agreement. The receiving party may disclose the other party's Confidential Information to the extent such disclosure is required by order or requirement of a court, administrative agency, or other governmental body, but only if the receiving party provides prompt notice thereof to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.
7. **Press Release.** The parties will cooperate in issuing a jointly approved press release concerning this Agreement, including (without limitation), at Pool's discretion, an initial such release within thirty (30) days after the Effective Date of this Agreement announcing this Agreement and the appointment of Company as a Pool Registrar partner.
8. **Trade Marks.**

8.1 License. During the term of this Agreement, each party is hereby granted a non-exclusive non-transferable royalty free license to use the trade marks, trade names, service marks, domain names and logos of the other party (collectively, the "Trade Marks") in connection with this Agreement provided, however, that nothing herein will grant a party any right, title or interest in Trade Marks of the other party except as expressly specified in this Agreement.

8.2 Restrictions. Any and all goodwill arising from use of the Trade Marks of a particular party will inure solely to the benefit of such party. Neither party will assert any claim to the Trade Marks of the other party or goodwill associated therewith. Neither party will challenge the validity of or attempt to register any Trade Mark of the other party, nor will it adopt any derivative or confusingly similar trade marks, domain names, brands or marks or create any combination marks with any Trade Mark of the other party.

8.3 Usage. Each party will use the Trade Marks of the other party only in accordance with such party's trade mark usage policies as such may be in effect from time to time and only in accordance with this Agreement. If at any time a party reasonably believes that the use of its Trade Marks by the other party fails to otherwise comply with such party's trade mark usage guidelines, such party will so notify the other party in writing. Upon receipt of such notification, the notified party will immediately initiate steps to conform with the trade mark usage guidelines and will effect such conformance or cure within 15 days.

9. Ownership. Each party will retain ownership of its intellectual property. Except as expressly provided in this agreement, neither party is authorized or licensed to use the other party's intellectual property.

10. Indemnity. Each party, at its own expense, will defend, indemnify and hold the other party, its officers, directors, employees, agents and successors harmless against any liability, or any litigation cost or expense (including attorneys' fees), arising out of acts or omissions of the indemnifying party's agents or employees, breach of any provisions of this agreement, or operation of such indemnifying party's business; provided that the indemnified party provides the indemnifying party with: (i) prompt written notice of such claim, and (ii) proper and full information and assistance to settle or defend any such claim. The indemnifying party will not enter into any settlement or compromise of any indemnifiable claim without the indemnified party's prior written permission, which permission shall not be unreasonably withheld or delayed.

11. Disclaimer. REGISTRAR ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE PROVIDED "AS IS," AND THAT POOL MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS, ON ITS OWN BEHALF ON AND BEHALF OF ITS SUPPLIERS AND LICENSORS, ANY WARRANTIES AS TO THE USEFULNESS, ACCURACY, RELIABILITY, NON-INFRINGEMENT OR EFFECTIVENESS OF SUCH SERVICES OR THAT ANY OF SUCH SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR THAT DEFECTS HAVE OR WILL BE CORRECTED, OR THAT SUCH SERVICES WILL MEET THE NEEDS OF ANY PARTY. WITHOUT LIMITING THE FOREGOING, POOL DISCLAIMS ALL WARRANTIES OF REASONABLE SKILL OR CARE. IN NO EVENT WILL POOL BE LIABLE TO REGISTRAR FOR ANY FAILURE, DISRUPTION, DOWNTIME, INCORRECT LINKAGE OR OTHER NON-PERFORMANCE OF THE SERVICES. POOL'S SOLE LIABILITY, AND REGISTRAR'S SOLE REMEDY, WITH RESPECT TO SUCH WARRANTY WILL BE POOL'S OBLIGATION TO CORRECT ERRORS WITH A LEVEL OF EFFORT COMMENSURATE WITH THE SEVERITY OF THE ERROR.

12. Limitation of Liability. IN NO EVENT WILL EITHER PARTYS LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FROM ANY CAUSE EXCEED FEES PAID BY POOL TO REGISTRAR UNDER THIS AGREEMENT FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE. IN ADDITION, IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES, OR EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES OR LOSS OF PROFITS), EVEN IF SUCH PARTY, ITS AFFILIATES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING SERVICES TO THE OTHER PARTY OR ANY OTHER PERFORMANCE UNDER THIS AGREEMENT. Neither party will be liable for delays in data transmission.

13. Pool Affiliate Relationship. In the event Registrar acts as a reseller or affiliate of the Services at any time during the term of this Agreement, the terms and conditions contained in the Pool Affiliate Agreement located at www.pool.com/affiliate_agreement.aspx (as may be amended from time to time in accordance with the terms therein) is incorporated into this Agreement by reference.

14. Miscellaneous. Non-performance of either party will be excused to the extent that performance is rendered impossible by any force majeure event and not caused by the gross negligence or willful misconduct of the non-performing party. The relationship of the parties established by this Agreement is that of independent contractors. This Agreement will be governed by and construed under the laws of the Province of Ontario, Canada without reference to conflict of law principles. Each party submits to the exclusive subject matter jurisdiction, personal jurisdiction and venue of the courts of that Province. Each party agrees that any action, suit of application will be brought and heard in Ottawa, Canada. The parties will endeavor to settle amicably by mutual discussions any disputes, differences or claims whatsoever related to this Agreement. This Agreement, together with all exhibits and attachments hereto, sets forth the entire agreement and understanding of the parties relating to the subject matter herein (other than agreements relating to confidentiality) and merges all prior discussions between them. Except as set forth in Section 13, No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will

be effective unless in writing signed by both parties, and the waiver of any breach or default shall constitute a waiver of any other right hereunder or any subsequent breach or default. Neither party may assign this Agreement or assign or delegate any right or obligation hereunder, without the prior written consent of the other party, except in the case of a sale or other transfer of substantially all of such party's assets or equity, whether by sale of assets or stock or by merger or other reorganization, provided that the assignee has agreed in writing to be bound by all the terms and conditions of this Agreement. Subject to the foregoing sentence, this Agreement will be binding on each party's respective successors and assigns. If any provision in this Agreement is found invalid then such provision will be construed, if feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it will be severed from the remainder of this Agreement, and the parties will negotiate, in good faith, a substitute, valid and enforceable provision that most nearly effects the parties' intent in entering into this Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which when taken together will constitute a single instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf on the Effective Date by their respective duly authorized representatives.

Pool.com Inc.:

By: _____

Name: _____

Title: _____

Rob Hall

Rob Hall

President & CEO

"Registrar":

By: _____

Name: _____

Title: _____

Julie Peckham

Julie Peckham

CFO

**Amendment to
Pool.com Registrar Partner Agreement**

This Amendment (this "Amendment") to that certain Pool.com Registrar Partner Agreement by and between Pool.com Inc., a Canadian corporation with offices at 43 Auriga Dr. Ottawa, ON, Canada, K2E 7Y8 and Rebel.com Services Corp ("Registrar") (the "Agreement") is effective as of November 1, 2003 by and between Pool and Registrar. Capitalized terms used herein will have the definitions set forth in the Agreement unless otherwise defined herein.

The parties hereto agree as follows:

1. This amendment will be effective only as of November 1, 2003
2. Section 3 of the Agreement is amended and restated in its entirety as follows:

"3. **Fees.** Pool will calculate Net Revenue for each TLD for a given calendar month generated from all registrars in the Pool system. Pool will distribute 50% of total Pool Net Revenue equally to each registrar participating in registering such TLD (subject to appropriate pro-rata adjustment downward for registrars who were live in the Pool system for less than the entire month) ("Fees"). "Net Revenue" means gross fees actually collected from a customer for a Service, including without limitation backorder fees and fees collected from completed auctions of backordered domains, less refunds, reimbursed registry fees, discounts, third party selling/affiliate commissions, credit card and bank fees (Pool will deduct 5% for credit card and bank fees) and any taxes. Current Service fees are available at www.pool.com, and may be amended from time to time in Pool's sole discretion. In addition to the Fees above, Pool will reimburse registry fees incurred by Registrar and such fees will be deducted in determining Net Revenue.

Registrar will give Pool exclusive and continual access to 100% of the connections allocated to Registrar by each registry for registering deleted domains and will not, during the term of this Agreement, use such registry connections in any way to compete (alone or with any third party) with Pool in the business of registering deleted domains.

3. All other terms of the Agreement will remain unchanged.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed on its behalf on November 1, 2003 by their respective duly authorized representatives.

Pool.com Inc.:

By: _____

Name: _____

Title: _____

"Registrar":

By: Julie Peckham

Name: Julie Peckham

Title: CFO

Pool.com Registrar Partner Agreement

This Registrar Partner Agreement (this "Agreement") is entered into on 5-21-03, 2003 (the "Effective Date") by and between Pool.com Inc., a Canadian corporation with offices at 43 Auriga Dr. Ottawa, ON, Canada, K2E 7Y8 ("Pool") and Spol Domain LLC dba Domainsite.com, a Wyoming LLC Corporation with offices at 1539 Platt Street #208 ("Registrar").
DENVER CO 80202

The parties hereto agree as follows:

1. **Pool Services.** Pool offers domain backorders, domain keyword alerts and other services (the "Services") to customers. Services are currently offered via (i) Pool's website, located at www.pool.com, and (ii) a network of resellers/affiliates that either link to Pool's website or offer the Services via a co-branded or "white-labeled" Pool website. Pool may also offer the Services through additional channels in the future. Pool registers backordered domains on behalf of its customers through its network of accredited registrars.

2. **Domain Registration.** Registrar, an accredited registrar, agrees to provide domain registration services to Pool on behalf of Pool's customers. Pool and Registrar will cooperate to facilitate registrations of Pool's backordered domains; provided, however, the parties will at all times maintain full compliance with all applicable registry, ICANN and any other governing body's policies, rules and procedures. Pool will not modify or delete domains other than domains registered on behalf of Pool's customers. Pool will bear all hardware and software costs in facilitating registrations.

3. **Fees.** Pool will pay to Registrar Fifty Percent of the "Net Revenue" generated from Services completed by Registrar on behalf of Pool's customers ("Fees"); provided that the aggregate Fees for any particular calendar month will not be less than \$25,000 (pro-rated for partial months), for so long as and to the extent 100% of the Registrar's connections are live in the Pool system. Provided that the go-live date of the Pool Services on Registrar is no later than September 17, 2003, Pool will pay to Registrar an advance on future Fees of \$20,000 (such payment to be made within 5 business days of the actual go-live date). Pool will also reimburse registry fees (\$6 per domain) to Registrar for each domain registered on behalf of Pool's customers by Registrar. "Net Revenue" means gross fees actually collected from a customer for a Service, including without limitation backorder fees and fees collected from completed auctions of backordered domains, less refunds, reimbursed registry fees, discounts, third party selling/affiliate commissions, credit card and bank fees (Pool will deduct 5% for credit card and bank fees) and any taxes. Current Service fees are available at www.pool.com, and may be amended from time to time in Pool's sole discretion.

Pool may, upon prior written notice to Registrar, change its method for paying fees to registrars, including Registrar, in order to provide equal payments to all registrars in the Pool system. Instead of the method set forth in the immediately preceding paragraph, Pool would calculate Fees as follows (the "Shared Fee System"): Pool will calculate Net Revenue for a given calendar month generated from all registrars in the Pool system. Pool will distribute 50% of total Pool Net Revenue equally to each registrar (subject to appropriate pro-rata adjustment downward for registrars who were live in the Pool system for less than the entire month).

Registrar will give Pool exclusive and continual access to 100% of the connections allocated to Registrar by each registry for registering deleted domains and will not, during the term of this Agreement, use such registry connections in any way to compete (alone or with any third party) with Pool in the business of registering deleted domains.

4. **Payment of Fees to Registrar.** Pool will pay to Registrar all Fees due to Registrar for a particular calendar month as soon as commercially reasonable, and not later than thirty days after the end of such month. Payments will be made via check or wire transfer. At the time of payment, Pool will also send to registrar a detailed summary of all Fees owed to Registrar for Services. In the event Pool experiences a charge-back or otherwise discounts or refunds a customer for all or any portion of a Service fee, and Pool has already paid Registrar a Fee for such Service, Pool will deduct the payment made to Registrar in connection with such Service from a current or future payment to Registrar. In the event Pool moves to a Shared Fee System, any charge-backs, discounts, etc. will be deducted from total Pool revenue (in determining Net Revenue) in the month such charge is experienced by Pool and such cost will therefore be spread evenly among all Pool registrars.

5. **Term and Termination.** This Agreement will have an initial term of one year and, unless 30 days' prior written notice is provided by either party, will be automatically extended for successive one-year periods on the same terms and conditions expressed herein, or as may be amended by the parties. Either party may terminate this Agreement for any reason upon one day's prior notice; provided, however, that in the event Registrar terminates this Agreement prior to generating at least \$20,000 in Fees, Registrar will either reimburse the difference to Pool or will extend the termination date to such date that Registrar has generated at least \$20,000 in Fees.

6. **Confidentiality.** The parties will have access to certain confidential and proprietary information of the other party ("Confidential Information"). Confidential Information includes information either marked as confidential or information known by the receiving party as being treated by the disclosing party as confidential. Each party agrees to keep Confidential Information confidential and not to use such information except as authorized by this Agreement or otherwise authorized by the disclosing party, and use at least the same degree of care (and not less than a reasonable degree of care) that it uses to protect its own confidential information. Each party may disclose Confidential Information to its employees, contractors, or agents who reasonably require access in order to carry out the terms of this Agreement and who have been informed of and are obligated to maintain confidentiality. Confidential Information does not include information that: (i) was in the public domain at the time it was disclosed or has become in the public domain through no fault of the receiving party; (ii) was known to the receiving party, without restriction,

at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the disclosing party; (iv) was independently developed by the receiving party without any use of the Confidential Information; (v) becomes known to the receiving party, without restriction, from a source other than the disclosing party, without breach of this Agreement, by the receiving party; or (vi) is disclosed generally to third parties by the disclosing party without restrictions similar to those contained in this Agreement. The receiving party may disclose the other party's Confidential Information to the extent such disclosure is required by order or requirement of a court, administrative agency, or other governmental body, but only if the receiving party provides prompt notice thereof to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. The financial and other terms of this Agreement are "Confidential Information" under this Section 6.

7. Press Release. The parties will cooperate in issuing a jointly approved press release concerning this Agreement, including (without limitation), at Pool's discretion, an initial such release within thirty (30) days after the Effective Date of this Agreement announcing this Agreement and the appointment of Company as a Pool Registrar partner.

8. Trade Marks.

8.1 License. During the term of this Agreement, each party is hereby granted a non-exclusive non-transferable royalty free license to use the trade marks, trade names, service marks, domain names and logos of the other party (collectively, the "Trade Marks") in connection with this Agreement provided, however, that nothing herein will grant a party any right, title or interest in Trade Marks of the other party except as expressly specified in this Agreement.

8.2 Restrictions. Any and all goodwill arising from use of the Trade Marks of a particular party will inure solely to the benefit of such party. Neither party will assert any claim to the Trade Marks of the other party or goodwill associated therewith. Neither party will challenge the validity of or attempt to register any Trade Mark of the other party, nor will it adopt any derivative or confusingly similar trade marks, domain names, brands or marks or create any combination marks with any Trade Mark of the other party.

8.3 Usage. Each party will use the Trade Marks of the other party only in accordance with such party's trade mark usage policies as such may be in effect from time to time and only in accordance with this Agreement. If at any time a party reasonably believes that the use of its Trade Marks by the other party fails to otherwise comply with such party's trade mark usage guidelines, such party will so notify the other party in writing. Upon receipt of such notification, the notified party will immediately initiate steps to conform with the trade mark usage guidelines and will effect such conformance or cure within 15 days.

9. Ownership. Each party will retain ownership of its intellectual property. Except as expressly provided in this agreement, neither party is authorized or licensed to use the other party's intellectual property.

10. Indemnity. Each party, at its own expense, will defend, indemnify and hold the other party, its officers, directors, employees, agents and successors harmless against any liability, or any litigation cost or expense (including attorneys' fees), arising out of acts or omissions of the indemnifying party's agents or employees, breach of any provisions of this agreement, or operation of such indemnifying party's business; provided that the indemnified party provides the indemnifying party with: (i) prompt written notice of such claim, and (ii) proper and full information and assistance to settle or defend any such claim. The indemnifying party will not enter into any settlement or compromise of any indemnifiable claim without the indemnified party's prior written permission, which permission shall not be unreasonably withheld or delayed.

In addition, Pool will defend, indemnify and hold Registrar harmless against any liability, or any litigation cost or expense (including attorneys' fees), arising out of a breach of contract claim by SnapNames for early or improper termination pursuant to that certain REGISTRAR PARTNER AGREEMENT (PLATINUM) between SnapNames.com, Inc. and Registrar; provided that the indemnified party provides the indemnifying party with: (i) prompt written notice of such claim, and (ii) proper and full information and assistance to settle or defend any such claim. Registrar will cooperate with Pool in creating the strategy for defending such claim. This paragraph will survive any termination of this Agreement for a period of 18 months following such termination date.

11. Disclaimer. REGISTRAR ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE PROVIDED "AS IS," AND THAT POOL MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS, ON ITS OWN BEHALF ON AND BEHALF OF ITS SUPPLIERS AND LICENSORS, ANY WARRANTIES AS TO THE USEFULNESS, ACCURACY, RELIABILITY, NON-INFRINGEMENT OR EFFECTIVENESS OF SUCH SERVICES OR THAT ANY OF SUCH SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR THAT DEFECTS HAVE OR WILL BE CORRECTED, OR THAT SUCH SERVICES WILL MEET THE NEEDS OF ANY PARTY WITHOUT LIMITING THE FOREGOING, POOL DISCLAIMS ALL WARRANTIES OF REASONABLE SKILL OR CARE. IN NO EVENT WILL POOL BE LIABLE TO REGISTRAR FOR ANY FAILURE, DISRUPTION, DOWNTIME, INCORRECT LINKAGE OR OTHER NON-PERFORMANCE OF THE SERVICES. POOL'S SOLE LIABILITY, AND REGISTRAR'S SOLE REMEDY, WITH RESPECT TO SUCH WARRANTY WILL BE POOL'S OBLIGATION TO CORRECT ERRORS WITH A LEVEL OF EFFORT COMMENSURATE WITH THE SEVERITY OF THE ERROR.

12. Limitation of Liability. IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FROM ANY CAUSE EXCEED FEES PAID BY POOL TO REGISTRAR UNDER THIS AGREEMENT FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE. IN ADDITION, IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES, OR EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR

OTHER DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES OR LOSS OF PROFITS), EVEN IF SUCH PARTY, ITS AFFILIATES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING SERVICES TO THE OTHER PARTY OR ANY OTHER PERFORMANCE UNDER THIS AGREEMENT. Neither party will be liable for delays in data transmission.

13. Pool Affiliate Relationship. In the event Registrar acts as a reseller or affiliate of the Services at any time during the term of this Agreement, the terms and conditions contained in the Pool Affiliate Agreement located at www.pool.com/affiliate_agreement.aspx (as may be amended from time to time in accordance with the terms therein) is incorporated into this Agreement by reference.

14. Miscellaneous. Non-performance of either party will be excused to the extent that performance is rendered impossible by any force majeure event and not caused by the gross negligence or willful misconduct of the non-performing party. The relationship of the parties established by this Agreement is that of independent contractors. This Agreement will be governed by and construed under the laws of the Province of Ontario, Canada without reference to conflict of law principles. Each party submits to the exclusive subject matter jurisdiction, personal jurisdiction and venue of the courts of that Province. Each party agrees that any action, suit of application will be brought and heard in Ottawa, Canada. The parties will endeavor to settle amicably by mutual discussions any disputes, differences or claims whatsoever related to this Agreement. This Agreement, together with all exhibits and attachments hereto, sets forth the entire agreement and understanding of the parties relating to the subject matter herein (other than agreements relating to confidentiality) and merges all prior discussions between them. Except as set forth in Section 13, No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both parties, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. Neither party may assign this Agreement, or assign or delegate any right or obligation hereunder, without the prior written consent of the other party, except in the case of a sale or other transfer of substantially all of such party's assets or equity, whether by sale of assets or stock or by merger or other reorganization, provided that the assignee has agreed in writing to be bound by all the terms and conditions of this Agreement. Subject to the foregoing sentence, this Agreement will be binding on each party's respective successors and assigns. If any provision in this Agreement is found invalid then such provision will be construed, if feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it will be severed from the remainder of this Agreement, and the parties will negotiate, in good faith, a substitute, valid and enforceable provision that most nearly effects the parties' intent in entering into this Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which when taken together will constitute a single instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf on the Effective Date by their respective duly authorized representatives.

Pool.com Inc.:

By: _____

Name: _____

Title: _____

"Registrar":

By: _____

Name: _____

Title: _____