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> MATTHEW P. GOTTLIEB Direct Line 416.863.5516 mgottlieb@dwpv.com

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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- 2. A Technology dba NameSystem
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- 3. AusRegistry Group
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- 4. Direct Information Pvt. Ltd.
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This Registrar Partner Agreement (this "Agreement") is entered into on Amys + 27th, 2003 (the "Effective Date") by and between Pool.com Inc., a Canadian corporation with offices at 43 Auriga Dr. Ottawa, ON, Canada, K2E 778 ("Pool") and Alice's Registrar", a California corporation with offices at 70% Almar Arc South Cruz CA 75060 (Registrar"). Tre:

The parties hereto agree as follows:

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- 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. <u>Domain Registration</u>. 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 delate 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 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.

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 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. <u>Term and Termination</u>. 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 notices: (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
- 5. 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

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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 <u>License</u>. 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 <u>Restrictions</u>. 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 <u>Usage</u>. 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, amployees, 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. Discibing. 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 sixmonth 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

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

- 13. <u>Pool Affiliate Relationship</u>. 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 walver 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.cor	n inc.:
Ву:	4000
Name:	Ven Bayles
Title:	Vice President
"Registi	rar": /
	W. 14 L
By:	7
Name:	Rick H. Wesson
Title:	CEO



This Registrar Partner Agreement (this "Agreement") is ente	red into on June 15, 2003 (the "Effective Date") by and
between Pool.com Inc., a Canadian corporation with offices at 43 Aur	iga Dr. Ottawa, ON, Canada, K2E 7Y8 ("Pool") and
A Technology, a Ontario corporation with offices at	3 Hauthorn Gardens, Toronto,
("Registrar"). O.B. A NameSystem	Ontario MYW 1PY
The parties hereto agree as follows:	Canada

- 1. <u>Pool Services</u>. 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. <u>Domain Registration</u>. 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. <u>Fees.</u> 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. <u>Term and Termination</u>. 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
- 7. <u>Press Release</u>. 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 <u>License</u>. 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 <u>Restrictions</u>. 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 <u>Usage</u>. 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. <u>Ownership</u>. 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. <u>Disclaimer</u>. 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. <u>Limitation of Liability</u>. 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. <u>Pool Affiliate Relationship</u>. 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. <u>Miscellaneous</u>. 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: _	L fell
Name: _	Ros Hell
Title: _	fresidint (to
"Registra	r":
By:	
Name:	DER HOUDEB
Title:	1/ 575

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 A TENDORY COMPAY: I) (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:

Pool.com inc.:

- 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-rate 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/affillate 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.

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Ву:
Name: Ven Bayles
Title: Vice President
"Registrar":
Ву:
Name: // Attack House Co.
Title: CEO

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 778 ("Pool") and AusRegistry Group, an Australian corporation with offices at 410 Questre 19, HELSOUNG. Joog! ("Registrar").

The parties hereto agree as follows:

- 1. Pool Services. Pool offers domain backgrders, 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 backgrdered domains on behalf of its customers through its network of accredited registrars.
- 2. <u>Domain Registration</u>. 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. <u>Term and Termination</u>. 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 cassing to conduct business in the ordinary course.
- 8. 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, as demonstrated by files in existence at the time of disclosure, 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 restriction similar to those confiained 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 <u>License</u>. 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 <u>Restrictions</u>. Any end 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 recipt 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. <u>Ownership</u>. 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. <u>Indemnity</u>. 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. <u>Discipliner</u>. 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 sixmonth 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
- 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. <u>Miscellaneous</u>. Non-performance of either party will be excused to the extent that performance is rendered impossible by any force majoure 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

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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 whan 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 duty authorized representatives.

Pool.com Inc.:	9
By: Name: Ley	Bayles,
Title: Vice	fresident
"Registrar": By:	<i>f</i>
Name: SIMON	DELZOPPO
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 AUSPECISTRY GROUP PRY LETD (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-rate 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 Boyles

Title: Vice President

"Registrar";

Name: CANCAL DELLA DOO

TITLE: CEO

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Post dom Registral Prolam Agreement

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- Family services: Paul offers domain backuriers, domain keywood alerts saylester every grae "Services") to customers. Services are currently offered via (i) Pool's website, located at www.pool.com. snd (i) in animonic of resellers/affiliates that either link to Pool's website or offer the Services via a co-branded or "white-labeled" Fool i ebsite. Fool may also offer the Services through additional channels in the luture. Pool registers backprotered domains on beloid of a customers through its मध्येष्ठातं भी क्षेत्रज्ञानिक राज्येकार
- 2. Whatering Engister all Registrer, an accredited registrar, agrees to provide domain assignment services to Pool on behalf of Pool's continuent. Pool and Register will concente to facilitate registratives of Peel in represent demains, provided, however, the perfer will at all times maintain full compliance with all applicable registry, (CANA and any other governing body's policies, rules and provedures
- 3. Figgs. Post will pay a fee of \$15,000 per calendor month to Registrar (provided to unit posted month(s)) beginning on the actual shart data of the Service. In addition, Pool will response Registrar for all Registrary is 1 (46 per domain) incurred in connection with the registration of domains on behalf of Pool g customars. Once the Service by this, Registrar will give Pool existive and configural access to 100% of the connections allocated by each registry for regist and deleted domains and will not. excitions and consists access in Turis of the constraint and visit by each religity to regar and remains and with rod, of the feath of the Agestment, use its experts connections in any own to sumptite blashes or with any first party) with Pool in the business of registering abstract constraints. Register will except the expert of the revenue share that Register would have garned for past taleguer mu. If it is required that the constraint with the revenue share that Register may at any limit for only one time) reques a Pout to change the feet arrangement to Picol a share an extreme share may at any limit only one time) reques a Pout to change the feet arrangement to Picol a share are there are not represented shows. Once Register has requested this a request a revenue share the constraint of the restriction of the share of the will not be able to change the line senicture back to a quarantee following such change.
- 4. Payment of Fobs to Registrar. Pool will pay to Registrar of Foos the to Rogistra in a purcular calendar month within thing the fire and of such month. Payments will be made via pieck or who areas. At the time of payment, Pool will also sound in registral autilities summary of all Foos owed to Registrat for Services. To the event Pool experiences a change back. or otherwise instrumes by religious for the complete of any purply of a Service for any Profit of whereby part Registrar a Fee for such Service. Their will be purpled and the proposed to the comment of the service of the proposed made to Registrar in connection with such Service on a current or future payment to Registrar of connection with such Service on a current or future payment to Registrar of connection, but the content of the con icvinue siere.
- 5. Team and Termination. This Agreement will have an initial term of one year apply where at days prior written notice is provided by either party, and the automatically extended for successive one year principly in it is a term of one conditions are prevented by the particle. Either point may lemantable the form ment upon the principle of the particle in the event Miles Takes have Either party may lemantable have been applyed by the party may lemantable by point written notice. Or good the last which indice in the officer party of the party in the party of the party of
- 6. Consideration. The pastes will have access to carrain confidential and preprietal information of the other party. (Confidential Information includes information either marked at the fidential or information known by the receiving party as deling treated by the disclosing party as confidential. Each party agrees in keep Confidential Information confidential and first party agrees in keep Confidential Information confidential and treated at the Application of the party agrees. I keep Confidential Information confidential and treated at the Application of the Application of the party agreement and who have beginning the carried to maintain confidential allowables and treated at the Application of the terms of the Agreement and who have beginned of the the obligated to maintain confidentially from the first party and treated to maintain confidentially from the first party of the terms of the Agreement and who have beginned to make the first obligated to maintain confidentially from the first party and treated to the factorial the first party without restricted to the formation in the party of the factorial party without restricted and the formation of the party without restricted and the formation of the disclosing party without restricted and the formation of the disclosing party without restricted the formation of the party of the factorial party without restricted the formation of the disclosing party without restricted the Agreement to the Agreement The receiving party without restricted the Agreement to the Agreement the factorial party without restricted the Agreement to the Agreement the factorial party without restricted the Agreement to the factorial party without restricted the factorial party without restricted the factorial party without restricted the factorial party to enable the disclosing party to enable the discl

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aldensia and evidence of the form of the Agreement should their five and are the form of the all five and the state of the all five and the all five royally free liceress to use the trade marks, trade names, service marks, domain names and I got all the other party (collectively, the Trade Marks") as communical with this Agreement provided, however, that mathing becare will great a party day hight, title or interest in Trace District of the other party except as expensely approfised in this Agreement

8.2 <u>Flaggrations.</u> Any and all groudwill arising from use of the Trade Musics of a partitional party will inune editly to the beautiful of such party. Figilitar party will assert any claim to the Trade Marks of the offer party — grandwill associated the civility. Neither party will dealer ge the validity of or altempt to register any Trade Mark of the ether party and will it adopt any derivative or confusingly similar trade marks, domain names, brands of merits or create any combination marks with any finde Mark of the observanty.

6.3 (Magg. Each party will use the Trade Marks of the other party only in act (Marks, with such party's trade mark userie policies as each may be in effect from time to time and only in accordance with the American. If at any time a party ngure usongs personal respectively and make a party in the party falls to observe with the second party and any line a party essentially believed that the case of its Trade Marks by the party falls to observed congress with each party is trade mark usage quidelines, switch party will an occupy the other party in writing. Upon receipt of such religions, we considered will an indicate the party will be indicated be indicated by the party will be indicated by the party wil

9. <u>இரைந்தில்,</u> Each party will rebain ownership of its intellectual property. Except ± அள்ளன் provided in this agreement, replay graph is and noticed or licensed to use the other party's intellectual property.

19. Independent Each porty at its own expense, will defend, indemisity and hold the oracle party, its officers, directors, employees, agreed and successors hambers against any substitution, or any bigation cost of expense (exchange gibinary) (each) substitution of the indemisional party and employees, breach of any provider of this agreement of operation of authorizing party is business provided that the indemisional party provides a land successor of the indemisional party provides a land substitution of the indemisional party provides a land successor of provider of any such claim. The indemisional party is agreed to self-specially and the indemisional party is provided a land successor. The indemisional party is provided a land successor of the indemisional party is provided a land successor. The indemisional party is provided a land successor of the indemisional party is provided a land successor. The indemisional party is provided a land successor of the party indemisional party is provided as any such claim. The indemisional party is successor of the party indemisional party is provided as any successor. The indemisional party is appeared to the provided party indemisional party indemi WITH THE SEVENITOR THE ERROR.

12. Limitation of Limitate. In the event vallether partys liability acts. 201 of or belated to this agreement from any lause exceed fees paid by pool to register under this agreement for the standard precious from any liability preceding the date on meach the cause of act on arose. In addition in no event will extract party. Its affiliates, or each of their directors card as, exertores or active exercises responsible on the for any indepental consecuental specy. Exemplative or other darkets increased but not limited to loss of revenues on loss of profiss, events event exemplative occidences increased in advantable. On any of their directors, officers, employees of loss of profiss, events exemplated to the party to active the first and the contract, regularizes strict unastity or other theory arising definitions of the any way to services, or any other subject that the contract regularizes after the contract active of the arising exemple between the labele labele for any loss or panage caused by defaired the exemples services to the other party of other prefixes any contents. 12. Limitation of Liability. In NO EVENT WILL EITHER PARTYS LIABILITY ARISH & CUI OF OR BELATED TO THIS

13. Pool Affiliate Relationship. In the event Registrar acts as a reseller of affiliate the Services at any time dynamics that Appendix the Services at any time dynamics and the services at any time and time the Pool Affiliate Appendix to the services at any time and the services at any time and the services are the services at the services at the services are incomposated into the Agreement by reference.

14. <u>Wisyellamous</u>, fron-performance of either perty will be excused to the extent it in commance is rendered impossible by my front preferring party. The medicinal by the parties of the property of the parties are being the property of the parties are of the property of the parties of the property of

submits to the microscombigua matter prescribing personal jurisdiction and vinue of the colory of the microscope. Each party agrees that any action, act of application will be brought and beard in Ollawa, Cannote. The policy of the releason to settle emicably by maked decreasions any disputes, differences or claims whatsoever related to this / green ent. This Agreement, logables with an emission and attendments benefit, sets forth the entire agreement and universe. The outlies relating to the subject metter benefit that agreements relating to confidentially) and marges all prior its former than them. Except as set forth in Service 1.5 be accurrent or or an enthrent for this Agreement, nor any waver of the context this Agreement, will be the context this Agreement. be effective unities at writing agental by both publies, and the weiver of very breach in default will by from the a weiver of any other to Migh you adapted to ware on a second of the second of t region manufactors of the second provided for the control of the other party, except in the core of the core of the provided substantially and a succept in the core of the co interpretation would know such provident, it will be severed from the remainder of this Agreement, would be parties will negotiate, in good faith, a solubilitie, while and embropable provision that most nearly effects the partiest into the releaseng into this Agreement. This Agreement may be executed in any number of counterparts, anoth of which will be describe 🔞 👵 होटली, तेवर्त और अ which when taken loguriller will mostificar a sangle instrument.

IN WITNESS WHEET COF, such of the parties bereto here caused this Agreement to be a social (i.e., and on the Effective Date केंद्र विकास राज्याहरू पाराना विकास अस्ति अस्ति विकास राज्याना विकास विकास है।

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time Len Bayles	
The Vice President	——————————————————————————————————————
"Rogistics.":	
Name BANVIN M TURAKI	11A

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. <u>Pool Services</u>. 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. <u>Domain Registration</u>. 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. <u>Term and Termination</u>. 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. <u>Press Release</u>. 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 <u>License</u>. 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 <u>Restrictions</u>. 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 <u>Usage</u>. 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. <u>Ownership</u>. 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. <u>Disclaimer</u>. 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. <u>Limitation of Liability</u>. 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. <u>Pool Affiliate Relationship</u>. 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. <u>Miscellaneous</u>. 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.

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Ву:		·———	 	
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"Regist	rar":			
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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. <u>Domain Registration</u>. 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.

Title:

CEO

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: Lev Coyles

Title: Vice President

"Registrar":

By:

Name: Bhavin Turakhla

Amendment to Pool.com Registrar Partner Agreement

This Amendment (this "Amendment") to that certain Pool.com Registrar Parine: Agreement by and between Pool.com Inc., a Canadian corporation with offices at 43 Aurig : Or Ottawa, ON, Canada, K2E 7Y8 and (the "Agreement") is effective as of November 1, 2003 by and between Pool and Registrary (April 1997) is at iterain will have

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 foll wis:
- "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 cal Pool Net Revenue equally to each registrar participating in registering such TLD (sub on to appropriate pro-rate adjustment downward for registrars who were live in the Pool system for less than the entire riboth). ("Fees"). "Net Revenue" means gross less actually collected com a customer for a Service gridding without limitation backbarde rees and fees collected from completed sections of Sackbarde domains, less retunds, reimburged registry fees, discounts this I party selling affiliate commissions; credit card and bank less (Pool will deduce 5% for credit card and bank less (Pool will deduce 5% for credit card and bank less (Pool will deduce 5% for credit card and bank less (Pool will deduce 5% for credit card and bank less (Pool will deduce 5% for credit card and bank less and law taxes. Current Service less are available at your pool com, and may be amended from time to time in Pool a sole discretion. In addition to the Fees above, Pool will rein ourse registry fees the properties of the credit of the Revenue.

Registrar by each registry for registering deleted domains and will not during the term of this agreement to be such registry connections in any way to compete (alone or with any third party) with Population to be being deleted to make the connections of registering deleted to make the connections of t

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

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

Pooleoninc.:

By:

Vice President

"Rogistrar":

By:

BHAVIN M TURAKHIA

Title:

Amendment to Pool.com Registrar Partner Agreement

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 regitated in its entirety as ic ows:
- "3. Fees. Pool will calculate Net Revenue for each TLD for a giver calendar month generated from an eigenface in the Pool and properties action and registrar participating in registering such TLD (subject to appropriate properties adjustment downward for registers 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 backonder fees and fees collected from completed auctions of backondered domains, less refunds, reimbursed registry fees, discouring the display selling affiliate commissions, credit card and bank fees (Pool will deduct 5% for credit card and bank fees) and any three Current Service fees are available at with pool complete many by a smended from time to time in Proofs acte discretion. In addition to the Fees above, Roof will remourse registry fees included by Registrar and such fees will be deducted in determining the Remourse registry fees included by Registrar and such fees will be deducted in determining the Remourse registry fees

Registra: will give Pool exclusive and continual society to 100% of the connections allocated to Registrar by each registry for registering deleted domains and will not during the term of this Adjections to see such registry connections in any way to committee which will have think here.

Adjection by the second of the second deleted domains.

All other terms of the Agreement will remain unchanged.

IN WITNESS WHEREOF, each of the parties hereto has caused this Argen transit to be executed on its hereif on November 1, 2003 by their respective daily authorized representatives.

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Ву:		40	<u>) (</u>		•	. '
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Name:	BHAVIN	m Tu	RAKHI	A	•	
Title:	CEO					!

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, QN, 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. <u>Pool Services</u>. 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. <u>Domain Registration</u>. 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. <u>Term and Termination</u>. 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
- 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 prestrictions 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. <u>Press Release</u>. 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.

XK.

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.co	m Inc.:
By:	
Name:	
Title:	
"Regist	Domain The Net
Ву:	Technologies Ltd
Name:	You Keren
Title:	

8. Trade Marks.

- 8.1 <u>License</u>. 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 <u>Restrictions.</u> 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 <u>Usage</u>. 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. <u>Ownership</u>. 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. <u>Indemnity</u>. 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 subsiness; provided that the indemnified party provides the indemnifying party witt: (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. <u>Disclaimer</u>. 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. <u>Limitation of Liability</u>. 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 SIXMONTH 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, EXEMPLAY, 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. <u>Pool Affiliate Relationship</u>. 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 (but 7 freedment) to that certain Pool com Registrar Partner Agreement by and between Pool con Estation corporation with offices at 43 Auriga Dr. Olbawa, ON, Canada, K2E 778 and Service Tr. Art Fr. And one Ly (the "Agreement") is effective as of November 1, 2003 by and service Pool and Registral. Capitalized terms used herein will have the definitions set for it if Agreement unless otherwise defined herein.

The parties hereto acressio follows:

- 1. This amendment was affective only as of November 1, 2003
- 2. Section 3 of the Agent part is amended and restated in its entirety as follows:

"3. Fees: Pure life calculate Net Revenue for each TLD for a given calendar month generated from all feeds and in the Pool system. Pool will distribute 50% of total Pool Net Revenue equally to said tegritars participalling in registering such TLD (subject to appropriate pro-rate adjustment the last fraction and for registrars who were live in the Pool system for less than the entire month) ("Fees" Control of Revenue means gross fees actually collected from a customer for a Service, including will list finite from backorder fees and fees collected from completed auctions of backordered domains and talk including reimbursed registry fees, discounts, third party selling/affiliate commissions, credit to any bank fees (Pool will deduct 5% for credit card and bank fees) and any taxes: Current Second fees are available at www.pool.com, and may be amended from time to time in Pool a sole of the fees will be deducted in determining Net Revenue.

Registrar will give Pool at Carlo and continual access to 100% of the connections allocated to Registrar by each registering deleted domains and will not, during the term of this Agreement, use such a 300 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 second will remain unchanged.

IN WITNESS WHERE such 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.:	
ву:	AV
Name: Ken	Reliec
This: Vice	executent
	N. W.
"Registrar":	
Ву:	
Name:	an Reven
Titje:	

This Registrar Partner Agreement (this "Agreement") is entered into on <u>09-29</u>, 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. <u>Pool Services</u>. 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. <u>Domain Registration</u>. 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. <u>Term and Termination</u>. 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. <u>Press Release</u>. 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 <u>License</u>. 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 <u>Restrictions</u>. 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 <u>Usage</u>. 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. <u>Ownership</u>. 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. <u>Indemnity</u>. 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. <u>Disclaimer</u>. 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. <u>Limitation of Liability</u>. 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. <u>Pool Affiliate Relationship</u>. 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 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.

By:

Name: Len Bayles

Title: Vice President

"Registrar":

By: President

Name: RICHARD L. CHAMBERS

Title: MANAGING PRINCIPAL (MEMBER)

Pool.com Inc.:

DEC. 1.2003 10:19AM P 2

FROM : R LEE CHAMBERS CO 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

Sublect:

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 \underline{I} 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.

r also want to let you know that we have added backgroer functionality for .org, .into 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.

Name: <u>RICHARD L. CHAMBERS</u>

Title: MANALINE PRINCIPAL

Date: 12-1-03

AGREED:

POOL.COM, INC.:

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 Encirca, a interest of the corporation with offices at Po Gox (64, READING MA OLSE). ("Registrar").

The parties hereto agree as follows:

- 1. <u>Pool Services.</u> 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. <u>Domain Registration</u>. Registrar, an accredited registrar, agrees to provide domain registration services to Popl 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 registry for 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 flatifies 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 Popl 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. <u>Term and Termination</u>. 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 inotice in the event "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. <u>Confidentiality</u>. 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 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 is governmental body, but only if the receiving party provides prompt notice thereof to the disclosing party to enable the disclosing party to seak a protective order or otherwise prevent or restrict such disclosure.

TB.

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 <u>License</u>. 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 <u>Restrictions.</u> 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 <u>Usage</u>. 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. <u>Discialmer</u>. 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. <u>Pool Affiliate Relationship.</u> 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. <u>Miscellaneous</u>. 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 miscenduct 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

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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 partles, 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 light 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

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.co	m Inc.:
Ву:	$\mathcal{A}(0)$
Name:	Len Bloyles
Title:	Vice President
"Regist	0
Ву:	Money Barrell
Name:	THOMAS BARRETT
Title:	CEO.

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 Encirce (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 Agraement 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

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

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Section 5 otherwise remains unchanged.

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

"The financial and other terms of this Agreement are "Confidential Information" under this Section 8."

Section 6 otherwise remains unchanged.

5. All other terms of the Agreement remain unchanged.

Pool.co	n Inc.:
Ву: _	9130
Name:	Len Bayles
Title:	Vice President
"Registi	rar":
Ву: ,	Thomas Devell
Name:	THOMIAS BAKRETT
Title:	C . EO.
	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. Ottaws, ON, Canada, K2E 778 ("Pool") and GALIANO INVESTMENT COMPANY, LTD., a BAHAMAS corporation with offices at 29 RETIREMENT ROAD, NASSAU, BAHAMAS ("Partner").

The parties herato agree as follows:

- 1. <u>Pool Services</u>. 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. <u>Domain Registration</u>. 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 Pertner/NameKing on behalf of Pool's customers ("Fees"). "Net Revenue" means gross fees ectually 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/athiliate 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 peragraph, 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 Nat Revenue equally to each registrar (subject to appropriate pro-rate 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 summerly 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 eventy 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 debta, 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 confidentiallity. 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. <u>Press Release</u>. 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 <u>License</u>. 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.
- 5.2 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 <u>Usage</u>. 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 falls 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. <u>Indemnity</u>. Each party, at its own expense, will defend, indemnity and hold the other party, its officers, directors, employees, agents and successors harmless against any liability, or any sitigation cost or expense (including attorneys' fees), arising out of acts or omissions of the indemnitying 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. Discisimer. 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 sixmonth 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, regligence, 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 Pariser acts as a reseller of 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.sapx (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 majoure 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 Onlario, 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 confidentia所y) 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 sentance, this Agreement will be binding on each party's respective successors and assigns. If any provision in this Agreement is found kwalld 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.

Pool.com h	ng.:
Ву:	Alon
Name:	Len Bayles
Title:	Vice President
"Partner":	
Ву:	D Bride
Name:	DAYRRL BUTLER
Title:	MANAGING DIRECTOR

Pool.com Partner Agreement

This Part	ner Agreement (this	"Agreement") is entered	into on _Se.	of 10th	, 2003 (the *E	ffective Date") t	y and
hetween Pool con	indi a Canadian co	moration with offices at	43 Aunga Dr. Ul	iawa. ON. Car	naga. KZE / Y	8 ("Pool") and	
Medicalogia	a BVI	corporation with office	es at 30F (chtecham	<u> 128 - Jan</u>	<u> </u>	Queens
("Partner").			Road	, CGALLY	al Hone	Kenn.	, –
,			·	<i>'</i>)	• • • •	,	

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. <u>Domain Registration</u>. 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-rate 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. <u>Confidentiality</u>. 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 imployees, 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 reference of a court, administrative agency, or other 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 ecoperate in issuing jointly approved press release concerning this Agreement, including (without limitation), at Pool's discretion, an initial such (blease 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 harein 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 <u>Restrictions</u>. 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 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 <u>Usage</u>. Each party will use the Trade Maks 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 Agraement. If at any time a party reasonably believes that the use of its Trade Marks by the other party falls 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 (hiellectual 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. Discisimer. 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 UN INTERRUPTED, 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 offiner 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

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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 resellar 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 imposable 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, Canaba 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 surfers that any action, suit or application will be brought and heard in Ottawa, Canada. The parties will endeavor to settle amkably by mutual discussions any disputes, differences or claims whatscever 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 walver of any rights under this Agreement, with effective unless in writing signed by both parties, and the walver of any breach or default will not consitute 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 fo

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: Yn Bayles

Title: Vice President

"Partner":

By:

Name: Levin 1-tam

Title: Consultant for Medialogic In

Poolcom 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 Avc. 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. <u>Domain Registration</u>. Registrar, an accredited registrar, agrees to provide domain registration services to Pool on behalf of Pool's customers. Pool and Registrar will ecoperate 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 thiny 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. <u>Press Release</u>. 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

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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 <u>Restrictions</u>. 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 <u>Usage</u>. 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. Discising. REGISTRAR ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE PROVIDED "AS IS," AND THAT POOL MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR UTHERWISE, 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 redistrar under this agreement for the sixmonth 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 hereta (other than agreements relating to confidentiality) and marges 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 marger 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

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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.

Pool.ens	n luc.:	
Ву:	7,300	
Name:	Lew Bayles	
Tide:	Vice President	
"Registr	ar": Modifier onlive Services	1-4-6
Ву:	nout	
Name:	Monte CAHN	
Title:	president	

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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 MONI Kerk 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
- 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-rate 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 feas 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: Nama: Title: "Registrar

Name:

. ool.com Registrar Partner Agreement

This Registrar Partner Agreement (this "Agreement") is entered into on June ______, 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 Whitehad Park Road, Bridgetown Barbados ("Registrar").

The parties hereto agree as follows:

- 1. <u>Pool Services</u>. 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. <u>Domain Registration</u>. 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. <u>Payment of Fees to Registrar</u>. 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. <u>Term and Termination</u>. 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. <u>Press Release</u>. 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 <u>License</u>. During the ___,n of this Agreement, each party is hereby g ___,d 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 <u>Restrictions</u>. 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 <u>Usage</u>. 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. <u>Ownership</u>. 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. <u>Indemnity</u>. 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. <u>Disclaimer</u>. 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. <u>Limitation of Liability</u>. 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. <u>Pool Affiliate Relationship</u>. 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 \ ... ot 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.

Pool.co	m Inc.
Ву:	CIYOU
Name:	- 165 Hull
Title:	President & CEO
	•
"Regist	rar":
Ву:	Julie Cotta
Name:	V Julie Pockham
Title:	Chief francial officer

Amendment to Pool.com Registrar Partner Agreement

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

Pool.com Inc.:

Ву:	
Name:	
Title:	<u> </u>
"Regist	irar",
Ву:	Julie feet A
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, MST 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 reselfers/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. <u>Domain Registration</u>. 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 Fifly Percent (50%) of the "Net Revenue" generated from Services completed by Registrar on behalf of Pool's customers ("Fees") loss the \$5,000 guaranteed monthly payment; or, in the event the "Net Revenue" is loss 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 Foos 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 (lii) 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, 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 parties by 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.

B. Trade Marks.

- 8.1 <u>License</u>. 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 <u>Restrictions</u>. 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 <u>Usage</u>. 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 intollectual 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. <u>Discisimer</u>. 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. <u>Limitation of Liability</u>. 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 SIXMONTH 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 maleure 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 noverned 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 Ollawa, 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 sat 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 walver of any breach or default will not constitute a walver of any other right hereunder or any subsequent breach or default. Neither party may assign this Agreement, or assign or delogate 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 it 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: CHIEF CREATING OFFICE R

Title:

PAGE 02/02

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 Names Report (one (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.

Pool.co	om Inc.:
By:	10.80
Name:	Len Bayles
Title:	Vice President
"Regist	rar": NAMESBEYOND.COM
Ву:	Jeffer
Name:	REBECCA CHAN
Title:	PRESIDENT

Pool.com Registrar Partner Agreement

This Registrar Partner Agreement (this "Agreement") is entered into on July <u>23</u>, 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. <u>Pool Services</u>. 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. <u>Domain Registration</u>. 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 31")
 - c. \$ 5,000 at the end of the second full month (anticipated to be Sept 30")
- 4. <u>Payment of Fees to Registrar</u>. 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 prescribed party is the receiving 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 d

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7. <u>Press Release</u>. 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 <u>License.</u> 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 <u>Restrictions</u>. 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 <u>Usage</u>. 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. <u>Indemnity</u>. 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. <u>Disciaimer</u>. 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. <u>Limitation of Liability</u>. 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. <u>Pool Affiliate Relationship</u>. 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. <u>Miscellaneous</u>. 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 Ontano, 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.

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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-rate 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.:

Ву:

Name:

Title:

"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 Arthur-, 2003 (the "Effective Date") by	1
and between Pool.com Inc., a Canadian corporation with offices at 43 Auriga Dr. Ottawa, ON, Canada, K2E 7Y8 ("Pool") and 🕰 🕏	ㅓ
Tappinese corporation with offices at 7-2 Seabhorse Shiedday 6-742 (*Registrar*).	-
(*Registrar*).	١
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The parties herelo agree as follows:

- 1. <u>Pool Services</u>. 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/affillates 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. <u>Domain Registration</u>. 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/affillate 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. <u>Term and Termination</u>. 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 edstence 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 d
- 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.

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- 8.1 <u>License</u>. 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 <u>Restrictions</u>. 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 <u>Usage</u>. 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. <u>Indemnity</u>. 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. Discisimer. 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. <u>Miscellaneous</u>. 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

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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.

Pool.co	m Inc.:
Ву:	7000
Name:	Len Bayles
Title:	Vice President
"Regist	rar":
	Rabit 1 Teamel
By:	
Name:	Probational on rells
Title:	difrager man

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-S-DAN (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.

Pool.co	m Inc.:
Ву:	
Name:	
Title:	
"Regist	rai": Calot L. Toma M
By:	O(too)
Name:	Robert F. Connelly
Title:	Chair man

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. <u>Pool Services</u>. 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. <u>Domain Registration</u>. 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 (\$5 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 solling/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-rate 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 benkruptcy 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. <u>Confidentiality</u>. 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. <u>Press Release</u>. 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 <u>License</u>. 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 <u>Restrictions</u>. 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 <u>Usage</u>. 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. <u>Ownership</u>. 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. <u>Indemnity</u>. 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. <u>Disclaimer</u>. 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. <u>Limitation of Liability</u>. 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. <u>Pool Affiliate Relationship</u>. 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.

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Ву:	/ (5-7) ~~
Name:	Len Bayles
Title:	Vice President
	•
"Registr	ar'':
Ву:	- / J/m
Name:	Taylun Bilgin
Title:	President

Page 1 of 1

000Domains

From:

"Taryn Naidu" <taryn@pool.com>

To:

Sent:

<tayfun@000domains.com> _____ Wednesday, November 26, 2003 5:06 PM

Registrar Partner Agreement Subject:

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 - if December.7

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

Pool.com, inc., solely to reduce the n	nonthly fee guarantee to \$15,000. This change will take effect beginning in
December, 2003:	
Name: Tayfun Bilgin	

R&K Global Business Services, DBA 000Domains.com agrees to amend its Registrar Partner Agreement with

Date. AGREED: POOL.COM, INC.:

Title:

Date: _____

. Jol.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. <u>Pool Services</u>. 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. <u>Domain Registration</u>. 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. <u>Fees.</u> 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. <u>Payment of Fees to Registrar</u>. 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. <u>Term and Termination</u>. 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. <u>Press Release</u>. 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 <u>License</u>. During the com of this Agreement, each party is hereby g and 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 <u>Restrictions</u>. 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 <u>Usage</u>. 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. <u>Ownership</u>. 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. <u>Indemnity</u>. 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. <u>Disclaimer</u>. 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. <u>Limitation of Liability</u>. 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. <u>Pool Affiliate Relationship</u>. 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. <u>Miscellaneous</u>. 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 personant signed and the waiver of any breach or default. Neither party may assign this Agreement personant signed 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.

Pool.co	m Inc.:
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Name:	165 Hall
	Presoclut + CEO
Title:	14 x soeword CEC
"Regist	rar":
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	\bigcap i 121111
By:	- Julie teration
•	
Name:	Julie Peckham
	•
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 Auriga Dr. Ottawa, ON,
Canada, K2E 7Y8 andRebel.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.

Pool.com Inc.:

Ву:		
Name:		
Title:		
"Regist By:	trar": Juli Ooll	
Name:	Julie Peckham	
Title:	CFO	

Pool.com Registrar Partner Agreement

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This Registrar Partner Agreement (this "Agreement") is entered into on, 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 Spot Domain LLC dba Domainsite.com, a Wys and Corporation with offices at
Domain LLC doa Domainsite.com, a Wyamin Lauporation with offices at
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PENVER CO 20202
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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 crum, 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. <u>Domain Registration</u>. 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. (CANN 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-reted for partial months), for do 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 elso reimburse registry fees (\$8 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. Inclead 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-rate 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 Kegistrar. Pool will pay to Registrar all Fees due to Registrar for a particular calendor 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 apread 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 relimburge 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 larms 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 lime 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 pa

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 royally tree 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 <u>Restrictions</u>. 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 <u>Usage</u>. 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 netification, 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) hetween 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. <u>Limitation of Liability</u>. 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 SIXMONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE. IN ADDITION, IN NO EVENT WILL EITHER PARTY, IT'S 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 TI ICIR 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. NFITHER PARTY WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISI ING SERVICES TO THE OTHER PARTY OR ANY OTHER PERFORMANCE UNDER THIS AGREEMENT. Nolther party will be liable for delays in data transmission.

- 13. <u>Pool Affiliate Relationship</u>. 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 walver 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 interprotation would have such provision, it will be severed from the remainder of this Agreement, and the parties will negative, 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.

Pool.com Inc.:	
8y:	PARL
Name;	Len Bayles
Title:	Vic- Prosections
"Registrar":	
By.	2- 2-
Name:	william Mushking
Title:	CEO