

Hosted Exchange Reseller Policies

1. SUPPORT SERVICES

1.1. Sales Support. You shall be solely responsible for all marketing and sales of the Services to your End Users.

1.2. Customer Support Training. Register.com shall provide you with initial training on the features and functionalities of the Services via documentation and our knowledge base. Any additional customer support training shall be provided via telephone, webinars, or onsite may be arranged if requested and may be subject to additional customer support training fees. Alternative training methods are also available for additional customer support training, as may be agreed between the parties from time to time.

1.3. Administrators. You shall appoint up to three (3) people from time to time (the “**Administrators**”) whom you will designate as your agents with the authority to perform certain administrative functions on the Services, including but not limited to (i) controlling the creation and deletion of end-user accounts, Mailboxes and domain names; (ii) managing changes to Mailbox information (such as changes to user name or password); and (iii) serving as our technical contact.

1.4. Level 1 Support. You shall have sole responsibility for handling technical support inquiries from End Users (the “**Level 1 Support**”). Level 1 Support for Exchange ® shall cover customer service and end user issues including but not limited to initial setup, account mailbox management, connectivity testing, Macintosh Entourage setup, Pocket PC and mobile device setup, inbound domains, quotas, Microsoft Outlook configuration and troubleshooting, and configuration and troubleshooting of any add-on features. Level 1 Support for Web Hosting shall cover customer service and end user issues including but not limited to initial setup, HTTP and FTP connectivity, site users, access permissions, domain names management, mail client configuration, SPAM filtering, web site statistics, FrontPage, hosted application management and configuration and troubleshooting of any add-on features.

1.5. Level 2 Support. Register.com shall provide technical support related to the Services to your Administrators (the “**Level 2 Support**”). Level 2 Support shall cover server-side issues, resolution of both account configuration and client configuration problems, connectivity issues and advanced troubleshooting; provided that any troubleshooting support is given only if your good faith attempt to cure the problem fails. Any support related to the End User configuration is subject to additional support fees, described in the Service Agreement. Level 2 Support shall be provided in English via either (i) toll-free telephone line during Register.com’s regular business hours or (ii) e-mail on a 24x7 basis.

1.6. Account Manager. Register.com will assign an account manager to you whose services will be free of charge to you.

1.7. Modifications and Maintenance. Register.com or its Service Provider may modify the software we use to operate the Services from time to time at our sole discretion. We will use reasonable efforts to schedule maintenance windows for off-peak periods. Your modification of such software or other elements of the Services not specifically authorized by these Policies shall be considered a material breach of the Agreement and we shall bear no responsibility for any malfunction or failure of the Services caused by such modification.

2. PROVISIONING

2.1. End User Set-Up. You may use End User signup application provided by Register.com or its Service Provider or you may use an application developed by you for that purpose. Register.com and its Service Provider accept no responsibility for any End User setup application or signup wizard other than the one provided by us.

2.2. Demo Mailboxes. Register.com shall provide you with up to three (3) demonstration Mailboxes

at no charge for your use in promoting the Services (each, a “**Demo Mailbox**”). All Demo Mailboxes shall be terminated within thirty (30) days of such mailbox activation. Each additional Demo Mailbox and each Demo Mailbox not properly terminated shall be subject to fees set forth in the Service Agreement.

2.3. Custom Branding. You may custom-brand different elements of the End-User Web management tools, including MyMailboxManager, HostPilot Control Panel, Outlook Web Access, and Administrative HostPilot Control Panel. Register.com and its Service Provider shall not be responsible for any malfunction or failure of the Web management tools or the Services caused by such custom-branding.

3. ADDITIONAL POLICIES

3.1. Appointment. Register.com and its Service Provider hereby appoint you, and you hereby accept the appointment, as our non-exclusive reseller to promote the Services to your customers and/or their end-users under the terms provided herein. Our obligations hereunder are subject to your acceptance of the Private Label Reseller Agreement and other requisite documents, including the Reseller Policies.

3.2. Promotion. You shall identify and register End Users in accordance with the terms hereof. You represent that you have sufficient personnel and resources to promote, support and resell the Services as contemplated herein. You will perform your duties hereunder in a diligent and businesslike manner and refrain from any activity or action that may damage reputation of Register.com and its Service Provider or the reputation of the Services.

3.3. Expenses. You are solely responsible for any and all marketing, advertising and other costs and expenses of your office, employees and activities that you undertake in connection herewith.

3.4. Service Provider’s Property. “**Intermedia Property**” means (i) the Service Provider’s-proprietary software applications and third party software applications provided by Register.com and its Service Provider to You for use with the Services, including but not limited to those belonging to Microsoft Corporation (“**Microsoft**”); (ii) all Register.com developed or -supplied or Service Provider-developed or –supplied technology, technical information, discoveries, ideas, theories, improvements, designs, original works of authorship, processes, algorithms, inventions, know-how, techniques, and other information, including all intermediate and partial versions thereof; and (iii) all documentation, program materials, marketing materials, flowcharts, notes, outlines, and the like developed in association therewith and/or supplied by Register.com or its Service Provider in connection with the Services.

3.5. Restrictions. You agree that the Services and Service Provider Property involve trade secrets and other valuable proprietary information belonging to Register.com or its Service Provider. You shall not (i) alter, or permit the alteration of, the Services or any Service Provider Property; (ii) copy, or permit the copying of, the Services or any Service Provider Property; (iii) knowingly take any action that jeopardizes the proprietary rights of Register.com or Service Provider in the Services or any Service Provider Property; (iv) acquire or seek to acquire any ownership interest in or to the Services or any Service Provider Property; (v) reverse engineer, decompile, disassemble, or otherwise attempt to derive source code from the Services or any Service Provider Property; (vi) remove, modify or obscure any copyright, trademark or other proprietary notices that appear during use of the Services, or any Service Provider’s Property; and (vii) except as expressly contemplated herein, license, sell, transfer, lease, or disclose the Services or any Service Provider’s Property to any person. Except as expressly provided herein, nothing in the Agreement shall be interpreted as granting to you or any other person, any right, title, or interest in or to any of the Service Provider’s Property.

3.6. Compliance with Microsoft Terms and Conditions. You (i) acknowledge that Register.com’s and its Service Provider’s ability to provide the Services is contingent upon your continued compliance with certain Microsoft terms and conditions and (ii) agree to the “Notice Regarding Use of Microsoft Software” attached hereto as Exhibit B. You further acknowledge our support Services hereunder are not in any way provided by Microsoft and that Register.com and its Service Provider expressly disclaim, to the extent permitted by applicable law, all warranties by Microsoft and any liability for any damages, whether direct, indirect, or consequential, arising from the use of the

Service Provider's Property or in connection herewith.

3.7. Non-Conforming or Interfering Use of Services. If Register.com or its Service Provider determines that the use of Services by you or your End User (i) fails to conform with the terms and conditions of these Policies, the Agreement, or the Acceptable Use Policy, as amended from time to time, set forth on Register.com's website and incorporated herein by reference, or (ii) interferes with Register.com's or its Service Provider's ability to provide the Services to you or to our other resellers or customers, then Register.com or its Service Provider may suspend the affected Services until such non-conformity or interference is cured.

4. LIMITATION OF LIABILITY

4.1. Force Majeure. No party to the Agreement (each, a **"Party"**) shall be in default or liable for any loss or damage resulting from delays in performance or from failure to perform or comply with the terms of the Agreement (other than the obligation to make payments, which shall not be affected by this provision) due to any causes beyond its reasonable control, which causes include but are not limited to Act of God or the public enemy; riots and insurrections; war; terrorism; fire; strikes and other labor difficulties (whether or not the Party is in a position to concede to such demands); embargoes; judicial action; lack of or inability to obtain export permits or approvals, necessary labor, materials, energy, components or machinery; acts of civil or military authorities (collectively, **"Force Majeure Events"**) (provided, that, the failure of a third party service provider of either Party to perform its contractual obligations shall not be deemed to be a cause beyond such Party's reasonable control, unless such failure is caused by any Force Majeure Event); and the consequential inability to procure supplies, materials, or services due to any Force Majeure Event.

4.2. Acknowledgment of Third Party Reliance; Third Party Limitation. Except as expressly provided in the Agreement, Reseller acknowledges that (i) Register.com and its Service Provider are in no manner responsible for any action or inaction of any third party, including, but not limited to, hardware or software vendors or Internet service providers; (ii) Register.com and its Service Provider have not represented that the Services shall be uninterrupted, error-free, or without delay; and (iii) Register.com and its Service Provider do not and cannot control the flow of data through the Internet, and such flow depends in large part on the performance of third parties whose actions or inaction can, at times, produce situations in which connections to the Internet (or portions thereof) may be impaired or disrupted. ACCORDINGLY, RESELLER ACKNOWLEDGES THAT REGISTER.COM AND ITS SERVICE PROVIDER DISCLAIMS ALL LIABILITY RELATED TO EVENTS OUTSIDE OF REGISTER.COM'S AND ITS SERVICE PROVIDER'S CONTROL AND/OR IN THE CONTROL OF THIRD PARTIES, AND RESELLER SHALL HAVE NO RIGHT TO RELY UPON ANY REPRESENTATION OR WARRANTY OF ANY THIRD PARTY IN RESPECT TO THE SERVICES. Further, Reseller acknowledges that, in providing the Services, Register.com and its Service Provider shall necessarily rely upon information, instructions, and services from Reseller, its employees and agents, and other third parties providing computer and communications hardware, software, and Internet services. Except as expressly provided in the Agreement, Reseller fully assumes the risk associated with errors in such information, instructions, and services.

5. INDEMNITY

5.1. Indemnity. You shall indemnify, defend, and hold Register.com and its Service Provider, their directors, officers, employees, representatives, subsidiaries and affiliates, harmless against any claim, suit, losses, liabilities, costs, and expenses (including, but not limited to, attorneys' fees and court costs) based upon any third party claim (i) based on or arising from a breach of your representations, covenants and agreements hereunder, or (ii) arising out of your use of the Services in violation of the Agreement.

5.2. Indemnity by Register.com and its Service Provider. Register.com and its Service Provider, respectively and independently shall indemnify, defend, and hold Reseller, its directors, officers, employees, representatives, subsidiaries and affiliates, harmless against any claim, suit, losses,

liabilities, costs, and expenses (including, but not limited to, attorneys' fees and court costs) based upon any third party claim (i) based on or arising from a breach of Register.com's or its Service Provider, respectively and independently, representations, covenants and agreements hereunder, or (ii) arising out of Register.com's or its Service Provider's provision of the Services in violation of the Agreement, respectively and independently. By way of clarification, Register.com's indemnification herein does not apply to acts or omissions of its Service Provider and its Service Provider's indemnification herein does not apply to acts or omissions of Register.com.

5.3. Indemnification Conditions. The indemnitee shall have the right to participate in the defense and all related settlement negotiations with its own counsel, at its own expense. The indemnitor shall not, without prior written consent of the indemnitee, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened claim unless the settlement, compromise or consent provides for and includes an express, unconditional release of all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, against the indemnitee.

6. CONFIDENTIALITY

6.1. Confidential Information Defined. As used in these Policies and the Agreement, the term "**Confidential Information**" refers to (i) the terms and conditions of these Policies and the Agreement; (ii) each Party's trade secrets, current or future business plans, strategies, opportunities, methods and/or practices; and (iii) other information relating to a Party that is not generally known to the public, including information about a Party's personnel, customers, designs, protocols, know-how, processes, costs, prices, finances and research and development. In addition, each Party agrees that all processes and protocols provided by another Party hereunder are Confidential Information of such other Party. "Confidential Information" specifically excludes (a) information that is now in the public domain or subsequently enters the public domain by publication or otherwise through no action or fault of another Party; (b) information that is known to a Party without restriction, prior to receipt from the other Party under the Agreement, from its own independent sources as evidenced by such Party's written records, and which was not acquired, directly or indirectly, from the other Party; (c) information that a Party receives from any third party reasonably known by such receiving Party to have a legal right to transmit such information, and not under any obligation to keep such information confidential; and (d) information independently developed by a Party's employees or agents; provided that such Party can show that those same employees or agents had no access to the Confidential Information received hereunder.

6.2. Non-Disclosure. The Parties agree and acknowledge that, as a result of negotiating, entering into and performing the Agreement, each Party has and shall have access to certain Confidential Information of the other Parties. Each Party also understands and agrees that misuse and/or disclosure of that information could adversely affect the other Parties' business. Accordingly, the Parties agree that each Party shall (a) use and reproduce another Party's Confidential Information only for the purposes of the Agreement and only to the extent necessary for such purpose; (b) restrict disclosure of another Party's Confidential Information to its employees, consultants or independent contractors with a need to know and (c) not disclose another Party's Confidential Information to any third party without prior written approval of such disclosing Party. Notwithstanding the foregoing, it shall not be a breach of the Agreement for a Party to disclose Confidential Information of the third party if required to do so under law or in a judicial or other governmental investigation or proceeding, provided the disclosing Party has been given prior notice and the disclosing Party has sought all reasonably available safeguards against widespread dissemination prior to such disclosure.

7. MISCELLANEOUS

7.1. No Solicitation. For as long as your Agreement remains valid and for one year after its termination, you shall not solicit or attempt to solicit, directly or indirectly, for employment or other services, any persons or entities employed or engaged by Register.com or its Services Provider during such period without prior written approval of Register.com or its Service Provider.

7.2. References. Unless specifically provided otherwise, all references herein to days and months are

to calendar days and calendar months, respectively.

7.3. Publicity and Advertising. Except as required by law, no Party shall make any written public statement, such as advertisements, marketing materials, or press releases, referring to the existence or terms of the Agreement, or the relationship memorialized by the Agreement, without the prior written approval of the other Parties, which approval shall not be unreasonably withheld. All such materials shall be deemed disapproved unless a Party receives written notice of approval within five (5) days of submission. Register.com will any process with its Service Provider any such requests from you.