

AITDomains
Marketing Funds Co-Op Program
Enrollment Application Form

To enroll in the AITDomains Marketing Funds Co-Op Program, Virtual Domain Registrars must complete and fax to AITDomains (“**AITDomains**”) this Enrollment Application Form **by no later than April 1, 2005**.

_____ **YES**, please enroll the undersigned Virtual Domain Registrar in the AITDomains Marketing Funds Co-Op Program. The undersigned represents and warrants that it is authorized to sign this Enrollment Application Form on behalf of such Virtual Domain Registrar and understands and agrees that such Virtual Domain Registrar’s participation in the program is subject to the Program Terms and Conditions accompanying this Enrollment Application Form, which are incorporated herein by reference.

Please fax the completed Enrollment Application Form to the following:
Attention: Senior Product Manager, AITDomains
Fax: (910) 321-1390

Virtual Domain Registrar: _____

Signature: By: _____

Date: _____

Title: _____

E-mail: _____

AITDomains Marketing Funds Co-Op Program

Program Terms and Conditions

These Program Terms and Conditions shall apply to all eligible Virtual Domain Registrars who have properly enrolled to participate in the AITDomains Marketing Funds Co-Op Program (the “**Program**”).

1. How to Participate in the Program

Virtual Domain Registrars interested in participating must complete, sign and submit to AITDomains (“**AITDomains**”) an official Enrollment Application Form, indicating their election to enroll in the Program and agreement to be bound by these Program Terms and Conditions. AITDomains must receive all completed Enrollment Application Forms by no later than 11:59 pm US Eastern Time on April 1, 2005. AITDomains will acknowledge in writing it’s receipt of all timely filed Enrollment Application Forms. Enrollment Application Forms received after 11:59 pm US Eastern Time on April 1, 2005 shall have no force or effect. Completed Enrollment Application Forms must be submitted to AITDomains as instructed on the Enrollment Application Form or as otherwise instructed in writing by AITDomains.

2. Enrollment Eligibility

All Virtual Domain Registrars of AITDomains in good standing that have been certified by AITDomains, are Operational, and have at least one domain under their account by no later than April 1, 2005 are eligible to enroll in the Program.

3. Program Materials

All Enrollees will receive from AITDomains materials that will provide information and guidance on how to increase Domain Name Registrations and Renewals.

4. Program Definitions

Capitalized terms when used in these Program Terms and Conditions shall have the meanings set forth in Section 12 below.

5. Program Description

The Program gives Enrollees a financial incentive to augment their marketing efforts to increase their number of Domain Name Registrations and Renewals. The amount of marketing funds available per Enrollee is calculated by assessing each Enrollee’s total Domain Name Registrations and the feasibility, creativity, and calculated success of the proposed marketing campaign.

6. Program Procedures

- a. Enrollee may use any amount of their Available Marketing Funds for AITDomains approved promotions focused on any of the following categories: (I) maximize domain name variant registrations as a method to entice customers to buy multiple variations of a domain name to gain Internet presence security; (II) acquisition campaign for the consumer or small business market segments, to include AIT hosting accounts and related products and services; and (III) domain name renewal promotion.
- b. Enrollee must submit a marketing plan to AITDomains at mrktcoop@aitdomains.com that details a marketing promotion Enrollee plans to implement during the Term (as defined in Section 7(a) below) that is I) targeted to any of the categories identified in Section 6(a) above, (II) address all of the specifications set forth on Schedule 1 attached hereto and incorporated herein by reference, and (III) requests the specific amount of Available Marketing Funds Enrollee would like to use to implement the promotion (the “**Marketing Plan**”).
- c. AITDomains shall provide Enrollee with written approval of the Marketing Plan if it meets all of the specifications set forth in this Section 6.
- d. Enrollee agrees to (I) roll out and complete the promotion detailed in the AITDomains approved Marketing Plan within three (3) months of receipt of written approval of the applicable Marketing Plan from AITDomains, (II) seed AITDomains on (or at a minimum provide AITDomains copies of) the applicable marketing promotion, and (III) provide AITDomains in writing with the high-level results of the applicable marketing promotion upon its completion.

7. Term

The Program shall run for twelve (12) months, unless otherwise terminated by AITDomains (the “**Term**”). All Marketing Plans must be submitted to AITDomains for approval and completed by April 1, 2006.

8. Payments

AITDomains shall provide Enrollee with fifty percent (50%) of the requested Available Marketing Funds for the applicable Marketing Plan via check within seven (7) business days of approval of such Marketing Plan; provided, however, that the first payment under the Program will not be made before June 1, 2005. AITDomains shall provide Enrollee with the remaining fifty (50%) of the requested Available Marketing Funds for the applicable Marketing Plan via check within seven (7) business days of receipt of the high-level results of the promotion detailed in the applicable Marketing Plan.

9. Program Requirements

- a. Enrollee must be in and maintain good standing with AITDomains throughout the Term.
- b. Enrollee may withdraw from the Program without penalty at any time by notifying AITDomains of its election in writing. Enrollee's failure to satisfy any of the terms and conditions of the Program shall automatically disqualify Enrollee from continued participation in the Program upon notice to Enrollee. Upon Enrollee's withdrawal or disqualification from the Program, Enrollee will not be entitled to receive any payments under the Program.
- c. Enrollee must be in full compliance with these terms and conditions throughout the Program in order to receive payments under the Program.

10. AITDomains Records

For purposes of the Program, the records and systems of AITDomains shall be authoritative and conclusive for purposes of: (a) determining the timing, volume, and any other relevant information concerning Domain Name Registrations and Renewals or enrollment in the Program, and (b) performing any computation under this Program.

11. Miscellaneous

- a. AITDomains may terminate or modify all or any part of the Program without penalty or liability for any reason or no reason by posting a notice of termination or the modification on its web site, located at: <http://www.AITDomains.com/nds/naming/promotion>. AITDomains shall not be liable for making any payments associated with any or all terminated parts of the Program. Any termination notices or Program modifications shall be effective upon posting.
- b. AITDomains and Enrollee are independent contractors. Neither party is an agent, representative, or partner of the other. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This agreement shall not be interpreted or construed to create an association, joint venture or partnership between AITDomains and Enrollee or to impose any partnership obligation or liability upon either party.
- c. The Enrollment Application Form and these terms and conditions contain all of the terms and conditions of the Program and supersedes all prior agreements and understanding, whether established by custom, practice, procedure or precedent. Nothing herein shall be construed to alter, waive, amend or otherwise modify the terms of AITDomains' Registrar-Virtual Domain Registrar Agreement with Enrollee. Enrollee acknowledges that its participation in the Program is strictly voluntary and has not been required by AITDomains as a condition of receiving any services or other consideration to which such Enrollee otherwise would be entitled under its Registrar-Virtual Domain Registrar Agreement with AITDomains. Enrollee acknowledges that any payments under this Program do not constitute a rebate, volume discount or other adjustment to registration fees under its Registrar-Virtual Domain Registrar Agreement with AITDomains. Enrollee agrees that its sole and exclusive remedy, in law, in equity, or otherwise, with respect the Program and/or any breach of these terms and conditions (except failure to pay) Enrollee when due under the program, subject to the termination right above) is withdrawal from participation in the Program. IN NO EVENT SHALL EITHER PARTY, ITS LICENSORS, CONTRACTORS AND/OR PARENT COMPANY AS APPLICABLE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Enrollee agrees to provide reasonable information regarding its actual marketing expenses upon written request by AITDomains. Enrollee acknowledges that it shall have no right in and to any Available Marketing Funds.
- d. This Program is governed in all respects by and shall be construed in accordance with the laws

of the State of North Carolina, United States of America, excluding its conflict of laws rules. All disputes concerning or arising from the Program shall be governed by, and the Enrollee submits to the exclusive subject matter jurisdiction, personal jurisdiction and venue of the United States District Court for the Eastern District of North Carolina, Cumberland County.

12. Program Definitions

“\$” or “Dollar” means the official currency of the United States.

“Domain Name” means a second-level domain name registration within the .com, .net, .org, .info, .biz, and .us TLDs.

“Enrollee” means an eligible Virtual Domain Registrar that has properly enrolled in the Program.

“Domain Name Registration (and Renewals)” means .com, .net, .org, .info, .biz, and .us Domain Names that have been registered or renewed by the current registrant.

“Virtual Domain Registrar” means an Virtual Domain Registrar for the .com, .net, .org, .info, .biz, and .us TLDs that have entered a Virtual Domain Registrar Agreement with AITDomains.

“TLD” means top-level domain of the Internet.