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The Name It Corporation, d/b/a AIT Domains

VIRTUAL REGISTRAR SERVICE AGREEMENT

THE NAME IT CORPORATION, d/b/a as AIT DOMAINS, such designation to include its affiliates and parent company, whose address is 421 Maiden Lane, Fayetteville, North Carolina 28301 ("AIT DOMAINS"), and _____, whose address is _____, ("Customer"), agree as follows:

THIS AGREEMENT IS EFFECTIVE ON _____, 20__. ("Effective Date")

1. Recitals.

Customer desires to engage AIT DOMAINS to provide domain-name registration services to Customer, which Customer can then resell to others at a profit. AIT DOMAINS is willing to furnish such services on the terms and conditions set forth herein. This Agreement incorporates by reference, as if fully set forth herein, the following instruments:

- a. as to domain names in the .com or .net Top Level Domain (TLD), the agreement corresponding to that TLD at http://www.aitdomains.com/legal/print_agreement_com_net.htm, and the corresponding online order form(s)
- b. as to domain names in the .org TLD, the agreement corresponding to that TLD at http://www.aitdomains.com/legal/print_agreement_org.htm, and the corresponding online order form(s)
- c. as to domain names in the .biz TLD, the agreement corresponding to that TLD at http://www.aitdomains.com/legal/print_agreement_biz.htm, and the corresponding online order form(s)
- d. as to domain names in the .info TLD, the agreement corresponding to that TLD at http://www.aitdomains.com/legal/print_agreement_info.htm, and the corresponding online order form(s)
- e. as to domain names in the .us TLD, the agreement corresponding to that TLD at http://www.aitdomains.com/legal/print_agreement_us.htm, and the corresponding online order form(s)
- f. the AIT DOMAINS Acceptable Usage Policy at <http://www.ait.com/content.php?id=23>, and the Domain Name Dispute Resolution Policy at <http://www.aitdomains.com/legal/dispute.htm>.
- g. Customer and AIT DOMAINS agree that AIT DOMAINS may update or revise the above instruments as required by current or future contractual obligations AIT DOMAINS may have with ICANN or with one or more of the TLD Registries, or as

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required by changing technical or business requirements or conditions. Customer and AIT DOMAINS agree that AIT DOMAINS shall have no responsibility for notifying Customer of such updates or changes, and that Customer shall be responsible for frequently reviewing the above-listed instruments in order to discern such modifications to them. In this regard, Customer and AIT DOMAINS further agree that Customer's continued use of AIT DOMAINS' domain name registration services after the online posting of such updates or changes shall constitute acceptance of them.

- h. This instrument, together with those enumerated above as being incorporated herein by reference, constitutes the entire Agreement between the parties, and represents their complete and entire understanding with respect to the subject matter of this Virtual Registrar Service Agreement.

2. Term and Cancellation.

This Agreement shall remain in effect from the Effective Date until Customer's Virtual Registrar Account with AIT DOMAINS is cancelled. Cancellation procedures are as follows: Customer must complete and sign a cancellation form (provided online at <http://cancellation.aitcom.net/cancellation.cgi> and fax it to AIT DOMAINS at fax number 910-321-1390. Cancellation is effective 30 days after AIT DOMAINS' receipt of the properly submitted cancellation form. The last payout from AIT DOMAINS to Customer will be made six months after the date when cancellation is effective.

3. Payments.

- a. The Customer's customer ("End User") shall enter into a domain-name registration contract directly with AIT DOMAINS, and shall make payment to AIT DOMAINS, in the exact amount determined by the Virtual Registrar and communicated by the Virtual Registrar to AIT Domains.
- b. For each such registration, AIT DOMAINS shall credit Customer's AIT DOMAINS Virtual Registrar account (hereinafter referred to as "Virtual Registrar account") an amount equivalent to the retail price the End User has paid the Customer for such registration, as set for in paragraph 3.a. above, less \$7.99 per year of registration ("Wholesale Rate"). When Customer's Virtual Registrar account has attained a minimum reserve balance of \$150.00 the Customer will begin to receive Commission Payments. Provided the reserve balance continues to be met, commission payments shall be made on a monthly basis, but shall begin no sooner than 90 days from the date of this agreement. Commissions shall be paid by means of check deposit to the Customer's designated bank account indicated on Schedule A of this agreement.
- c. In the event of charge-backs for credit card transactions submitted by End Users

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through the Customer's Virtual Registrar account, AIT DOMAINS shall have the right, in its sole discretion, to take one or all of the following measures:

- 1) Immediately terminate this Virtual Registrar Agreement;
 - 2) modify the Wholesale Rate;
 - 3) increase the minimum reserve account balance in paragraph 3.b., above.
 - 4) draft the Customer's designated credit card indicated on Schedule A of this agreement an amount equal to the gross sum of each End User chargeback plus an administrative fee of \$25.00 per chargeback.
- d. As business or technical considerations may dictate, AIT DOMAINS shall moreover have the right to modify the Wholesale Rate. Any such modification shall be effective immediately upon email notice thereof to Customer.
- e. Upon any termination of the contractual relationship established under this Agreement, AIT shall suspend monthly commission payments to the Customer as well as credits from End User Registrations to the Customer's Virtual Registrar account. AIT shall then have no more than 120 calendar days to debit or credit Customer's Virtual Registrar account with any outstanding transactions or chargebacks, and to release to Customer the balance.
4. AIT DOMAINS Responsibilities.
- a. AIT DOMAINS shall be responsible for maintaining its Registrar accreditation with the Internet Corporation for Assigned Names and Numbers (ICANN) throughout the term of this Agreement. This Agreement shall terminate immediately upon termination of AIT DOMAINS' status as an ICANN-accredited Registrar.
 - b. AIT DOMAINS shall be responsible for maintaining its contractual status and/or accreditation with the Registry for each of the TLDs listed in paragraph 1, above, throughout the term of this Agreement.
 - c. AIT DOMAINS shall be responsible for adhering to all the terms and conditions of this Agreement, to include those of each of the instruments incorporated by reference herein, and enumerated above.
5. Customer Responsibilities.
- a. For each TLD in which Customer desires to resell domain name registrations, Customer shall display on Customer's Virtual Registrar web site the text, or a link to the text, of the AIT DOMAINS Domain Name Registration Agreement for that TLD.
 - b. Customer shall display on Customer's Virtual Registrar web site the text, or a link to the text, of the Uniform Domain Name Dispute Resolution Policy (UDRP).

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- c. Customer shall be responsible for adhering to all the terms and conditions of this Agreement, to include those of each of the instruments incorporated by reference herein, and enumerated above.
- d. Customer agrees that, due to pre-existing agreements between AIT DOMAINS and ICANN, and between AIT DOMAINS and the various Registries, the terms of the domain name registration contract cannot be altered or modified.
- e. To prevent delays in Customer's receipt of payout amounts via check, Customer shall bear sole responsibility for timely insuring that AIT DOMAINS has current, accurate, and complete information at all times regarding the bank and account where Customer desires such payouts to be sent.

6. Confidentiality and Trademarks.


a. Customer and AIT DOMAINS hereby agree not to disclose, share, sell, or use, and to assure that their employees and agents do not disclose, share, sell, or use, any confidential information belonging exclusively to one another ("one another's Confidential Information"), and will not market their services in any form to the other's customers. Customer and AIT DOMAINS acknowledge that the following materials and information, and all copies thereof, constitute one another's Confidential Information:

b. Lists of subscribers, customers, or clients, including without limitation information about their occupation, credit card numbers, information, and preferences; and the results of market research performed or obtained by one another concerning any such subscribers, customers, or clients;

c. Information belonging to and/or concerning one another which is not generally known by or disclosed to the public, including without limitation information regarding one another's hardware, software, personnel, finances, business plans, computer programs, code, algorithms, expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics, and other technical, business, financial and product development plans, forecasts, strategies, and any other information marked "Confidential"; and

d. Both parties acknowledge that the other party's above-listed Confidential Information is valuable, special, and unique; that its unauthorized disclosure, sharing, sale, or use, whether for marketing or for other purposes, will cause irreparable injury to the other party; that immediate injunctive and/or other equitable relief will be necessary and appropriate to remedy an unauthorized disclosure, sharing, sale, or use of such information; and that such relief may include without limitation a Temporary Restraining Order (obtained ex parte) as well as permanent injunctive or other relief.

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e. Moreover, Customer shall not cause or attempt to cause any Employee or Agent of AIT DOMAINS, and/or of its parent company AIT, and/or of AIT's subsidiaries, to terminate his/her employment or agency during the term of this Agreement. Customer further agrees not to cause or attempt to cause any of AIT DOMAINS's customers, their agents, or their employees to terminate their respective relationships with AIT DOMAINS, or with its parent company AIT, or with any of AIT's subsidiaries, during the term of this Agreement.

f. Upon termination of this Agreement, each party agrees to return to the other party, upon written request and within a reasonable time period, any and all Confidential Information and other materials belonging to the other party.

g. The intentional marketing of its services by one party to this Agreement to a person(s) or entity(ies) that party reasonably knows to be exclusive customers of the other party is a material breach of this Agreement. Intentionally enabling a third party to market its services to a person(s) or entity(ies) the enabling party reasonably knows to be exclusive customers of the other party to this Agreement is a material breach of this Agreement by the enabling party.

h. This Paragraph 6 will survive the termination of this Agreement for a period of two (2) years.

7. No Warranties and Indemnification.

IN NO EVENT SHALL AIT DOMAINS BE LIABLE TO CUSTOMER OR ANY OTHER PERSON, FIRM OR ENTITY IN ANY OTHER RESPECT, FOR DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, ACTUAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER, EVEN IF FORESEEABLE, ARISING OUT OF ANY MISTAKE, ACCIDENT, ERROR, OMISSION, INTERRUPTION, OR DEFECT IN TRANSMISSION, OR DELAY ARISING OUT OF OR RELATING TO THE SERVICES OR THE OBLIGATIONS OF AIT DOMAINS PURSUANT TO THIS AGREEMENT AND ANY INSTRUMENTS INCORPORATED HEREIN BY REFERENCE, INCLUDING, WITHOUT LIMITATION, (i) ANY FAILURE TO TIMELY OR ACCURATELY PROVIDE ANY PORTION OF AIT DOMAINS'S SERVICES, OR (ii) ADVERSE CONDITIONS WHICH MAY RESULT FROM ACTIONS BY REGULATORY OR JUDICIAL AUTHORITIES. AIT DOMAINS' ENTIRE LIABILITY FOR ANY CLAIM OR LOSS, DAMAGE OR EXPENSE FROM ANY CAUSE WHATSOEVER, EXCEPT FOR THOSE ARISING FROM OR IN CONNECTION WITH AIT DOMAINS' GROSS NEGLIGENCE, SHALL IN NO EVENT EXCEED THE MONIES ACTUALLY PAID TO AIT DOMAINS UNDER THIS AGREEMENT BY CUSTOMER OR END USER FOR THE SPECIFIC SERVICES THAT GIVE RISE TO THE CLAIM. NO ACTION OR PROCEEDING AGAINST AIT DOMAINS MAY BE COMMENCED MORE THAN ONE YEAR AFTER THE SERVICES ARE RENDERED. ALL SERVICES PROVIDED BY AIT DOMAINS ARE PROVIDED "AS IS". AIT DOMAINS MAKES NO WARRANTY WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR

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ANY PURPOSE IN CONNECTION WITH ITS DOMAIN NAME REGISTRATION SERVICES OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY AIT DOMAINS ARE HEREBY EXCLUDED AND DISCLAIMED. CUSTOMER SHALL INDEMNIFY AND HOLD AIT DOMAINS HARMLESS FROM ANY AND ALL LOSS, COST, EXPENSE, AND DAMAGE ON ACCOUNT OF ANY AND ALL MANNER OF CLAIMS, DEMANDS, ACTIONS, SUITS, PROCEEDINGS, AND JUDGMENTS THAT MAY BE INITIATED AGAINST AIT DOMAINS AND AIT DOMAINS OFFICERS, DIRECTORS, AND EMPLOYEES FOR ANY SERVICE PROVIDED TO CUSTOMER BY AIT DOMAINS.

8. Construction of Agreement.

This Virtual Registrar Service Agreement, as defined in paragraph 1, above, represents the complete and entire understanding of the parties with respect to the subject matter of this Agreement. In the event that any term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, or invalid in whole or in part for any reason, the remaining provisions of this Agreement shall remain in full force and effect. The format, words and phrases used herein shall have their plain meaning as generally understood in the Telecommunications and Information Technology Industries. The language used in this Agreement shall be construed in accordance with its fair and plain meaning. Provisions deemed ambiguous shall not automatically be construed against the drafting party. The titles of the Articles and Sections of this Agreement are for convenience of reference only, and are not to be considered in construing this Agreement. The failure of either party to enforce compliance with any of the provisions of this Agreement or the waiver thereof shall not be construed as a general waiver or relinquishment of any other provision of this Agreement. This Agreement is made solely for the benefit of AIT DOMAINS and Customer, and their respective successors and permitted assigns. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.

9. Miscellaneous.

The parties hereto are independent entities, and nothing contained in this Agreement shall be construed to constitute either party's relationship to the other party as one of agent, employee, partner, independent contractor, joint venturer, or any other similar relationship. This Agreement shall be governed by the laws of the State of North Carolina in the United States of America without regard to such State's laws and rules concerning conflicts of laws. Each party agrees that jurisdiction and venue for any and all claims, disputes or other matters arising out of the Service(s) provided herein and under this Agreement will only lie in Cumberland County, North Carolina. If any action at

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law or in equity is brought to enforce or interpret the provisions of this Agreement and Service(s) provided herein, the prevailing party shall be entitled to all reasonable costs to include attorney fees. This Agreement shall be binding upon AIT DOMAINS and Customer and their respective affiliates, successors, and assigns. Customer may not assign this Agreement, whether by operation of law or otherwise, without the prior written consent of AIT DOMAINS. The parties' obligations under this Agreement are subject to, and neither party shall be liable for, delays, failures to perform, damages, losses or destruction, or malfunction of any equipment or any consequence thereof caused or occasioned by, or due to fire, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond the parties' reasonable control. Customer represents and warrants that: i) the signatory has the authority to bind the Customer to the terms of this Agreement; ii) the execution and delivery of this Agreement and performance of the parties' obligations hereunder have been duly authorized; and iii) the Agreement is a valid and legal Agreement binding on such parties and enforceable in accordance with its terms.

10. Notice.

Except where email notice is required herein, all notices, demands, requests and other communications required or permitted hereunder shall be sent in writing to the last known place of business of either party, and shall be deemed to be delivered or duly received when actually received, if hand-delivered; or, if earlier and regardless of whether actually received, two (2) days after being deposited with an overnight courier service, correctly addressed and postage prepaid; or on the date of facsimile transmission; or four (4) business days after being deposited in the United States mail, correctly addressed and first-class postage prepaid. Where email notice is required by this Agreement, it shall be addressed to Customer at the email address Customer provides herein below, and to AIT DOMAINS at the following email address: vagreements@aitdomains.com.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, and in consideration of the covenants and agreements contained herein, do hereby execute this instrument, with each party warranting its ability to enter into this Agreement. Customer agrees to all the terms and conditions of this Agreement.

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**THE NAME IT CORPORATION,
d/b/a AIT DOMAINS**

CUSTOMER

Signature

Signature



Corporate Officer

Name



Title

Title



Date of signature

Date of signature



Virtual Registrar website



Virtual Registrar's business name



E-mail address



Address



City, State, Zip



Phone number



Fax number



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SCHEDULE A

PAYOUT ADDRESS & DEBIT AUTHORIZATION FORM

SECTION 1: CUSTOMER INFORMATION

Name on the Bank Account to be debited (must match name of the Customer in the Virtual Registrar Agreement):

Contact Name: _____

Fax #: _____

E-mail Address: _____

Phone: _____

SECTION 2: BANKING INFORMATION

Name: _____

Credit Card #: _____

CVV2 Code: _____

City: _____ State/Province: _____ Zip: _____

SECTION 3: SIGNATURE

This service is established solely for your convenience and is offered at no additional cost to you. You authorize AIT Domains its agents and assigns (collectively "AIT"), to debit the credit card identified above for amounts due and owing under the Virtual Registrar Agreement, and in case of a default, the full amount due under the Virtual Registrar Agreement. You represent and warrant to AIT that the above account is correct and accurate. You remain responsible for making payments to AIT if the funds cannot be automatically debited from your credit card on file. In addition, if funds are not available when a payment is due, you agree to pay AIT any late charges due under the Virtual Registrar Agreement as well as any expenses incurred for every unsuccessful attempt to charge the credit card on file. The transactions made pursuant to this authorization form are initiated through the Automated Clearing House of the Federal Reserve

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and may be governed by the rules of the Automated Clearing House. These services may be terminated or modified by AIT at any time without notice. THIS AUTHORIZATION WILL REMAIN IN FULL FORCE AND EFFECT UNTIL YOU PROVIDE WRITTEN NOTICE OF ITS TERMINATION TO AIT SO AS TO AFFORD AIT AND YOUR BANK A REASONABLE OPPORTUNITY TO ACT.

Dated:

Customer Name

Signature of Authorized Representative

Printed Name and Title

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Customer Initials _____ 