

REGISTER.COM MASTER SERVICES AGREEMENT

This Master Services Agreement ("Master Agreement") applies to the Web Services made available to any Partner under Register.com, Inc.'s Partner Program Agreement (the "Partner Agreement"). By executing the Partner Agreement, You agree to be bound by the terms and conditions of this Master Agreement which shall be incorporated by reference into the Partner Agreement. The Partner Agreement and Master Agreement shall be referred to collectively as the "Agreement." All capitalized terms used in this Master Agreement and not defined herein shall have the meaning set forth in the Partner Agreement.

1. TERM AND TERMINATION

1.1 Term. The term of the Agreement shall commence as of the date of the Agreement and shall continue for a period of one (1) year (the "Term") from the Launch Date or until terminated as provided under the Agreement. The Term shall be extended for additional, consecutive one (1) year periods, unless either party gives the other written notice of termination at least sixty (60) days prior to the expiration of the then current term.

1.2 Termination. Either party may terminate the Agreement if the other party materially breaches its obligations thereunder and such breach remains uncured for thirty (30) days following written notice of the breach given to the breaching party. Register.com may terminate this Agreement for any or no reason upon sixty (60) days written notice to Partner. Register.com may terminate the Agreement immediately upon written notice to Partner if Partner is in breach of Section 3.5.

1.3 Performance. Register.com reserves the right to terminate the Agreement upon five (5) days written notice in the event that, in Register.com's reasonable judgment, an excessive number of the Referred Users submit domain name registrations that are fraudulent.

1.4 Effect of Termination. In the event of termination of the Agreement for any reason, all terms of the Agreement, including without limitation, those which by their nature extend beyond its termination shall remain in effect until fulfilled, and apply to respective successors and assigns. Neither party shall be liable to the other for damages of any sort resulting solely from terminating the Agreement in accordance with its terms.

2. SUSPENSION

Register.com may suspend the Web Services without notice to Partner:

- (i) if and for so long as Partner fails to make payment of any fees when due in accordance with the Agreement;
- (ii) if and for so long as Partner Abuses (as defined below) the Web Services;
- (iii) if and for so long as Partner fails to abide by applicable federal, state and local laws; and "Abuse" shall be defined as (a) Partner or Partner End Users performing excessive failed transactions such as failed "add" commands or excessive "check" commands or any transaction for which any third party registry administrators deems "batch" activity; (b) domain names that are found to make excessive use of the Register.com DNS and other Web Services; (c) use of the Web Services which results in Register.com's IP addresses being reported to any of Register.com's ISPs, spamblocking organizations, or other organizations which attempt to police or monitor abuse of the Internet.

3. OWNERSHIP, LICENSE AND PUBLICITY

3.1 Use of Register.com Mark. Register.com hereby grants to Partner and Partner accepts a limited, non-exclusive, revocable, non-transferable right during the Term to use, display, transmit, distribute and reproduce the Register.com graphical logo and trademark(s) (collectively, the "Register.com Marks"), and content provided by Register.com about the Web Services, on Partner's Web Site solely for the purpose of providing access to, and information about, the Web Services. All other uses of the Register.com Marks require the prior approval of Register.com. Register.com will provide Partner with electronic versions of the Register.com Marks for Partner's use in creating promotional and informational materials about the Web Services. All uses of the Register.com Marks by Partner will inure to the benefit of Register.com.

3.2 Use of Partner Marks. Register.com shall have the right to use the Partner graphical logo and trademark(s) (the "Partner Marks") as part of a listing of Register.com's strategic partners for inclusion on Register.com's Web site and in promotional and informational materials solely for the purpose of promoting the Web Services. All other uses of the Partner Marks require the prior approval of Partner. Partner will provide Register.com with electronic versions of the Partner Marks for Register.com's use. All uses of the Partner Marks by Register.com will inure to the benefit of Partner.

3.3 Licensed Software. Register.com hereby grants to Partner, and Partner hereby accepts, a limited, non-exclusive and nontransferable license to use the Licensed Software solely on the server(s) used to host Partner's Web Site(s) and solely for the purposes stated in the Agreement, which license shall terminate upon the termination of the Agreement by either party. Partner may not provision the Web Services using any access mechanism other than the Licensed Software. In the event that Register.com, in its sole discretion, upgrades the Licensed Software, Register.com shall have the option to make such upgrades available to Partner and all such upgrades shall be considered part of the Licensed Software for the purpose of the Agreement.

3.4 Ownership of Marks and Other Intellectual Property. Partner acknowledges that, as between Register.com and Partner, Register.com owns all right, title and interest in the Register.com Marks, the Licensed Software (and any source and object code contained therein) the Register.com domain name and in all components of the Register.com Web site(s), including, if applicable the Custom Site (collectively, the "Register.com IP"), other than the Partner IP (as hereinafter defined) contained thereon. Register.com represents and warrants that it owns or controls all Register.com IP used or made available to Partner hereunder and that the Register.com IP does not violate or infringe the rights of any third party. Register.com acknowledges that, as between Partner and Register.com, Partner owns all right, title and interest in the Partner Marks, the Partner domain name(s) and in all components of Partner's own Web site(s) (collectively, the "Partner IP"), other than the Register.com IP contained thereon. Partner represents and warrants that it owns or controls all Partner IP used or made available to Register.com hereunder and that the Partner IP does not violate or infringe the rights of any third party.

3.5 Restrictions. Partner agrees that it shall not copy, use or permit the use of the Licensed Software, except as expressly set forth herein. Partner shall not (i) prepare or use derivatives of the Licensed Software; (ii) attempt to disassemble or reverse engineer the Licensed Software; or (iii) use the Licensed Software to communicate with or control a system other than one(s) designated by Register.com. In addition, Partner shall not abuse the Licensed Software, the WHOIS database and the Web Services. Any and all rights in

and to the Licensed Software not expressly granted herein are retained by Register.com.

3.6 Publicity. Partner and Register.com shall, if mutually agreeable, jointly prepare a press release concerning the existence of the Agreement and the terms hereof. Otherwise, no public statements concerning the existence of terms of the Agreement shall be made or released to any medium except with prior approval of Partner and Register.com or as required by law.

4. CONFIDENTIALITY

4.1 Non-Disclosure. The parties agree and acknowledge that, as a result of negotiating, entering into and performing the Agreement, each party has and will have access to certain of the other party's Confidential Information (as defined below). Each party also understands and agrees that misuse and/or disclosure of that information could adversely affect the other party's business. Accordingly, the parties agree that, during the Term of the Agreement and for a period of three (3) years thereafter, each party shall (a) use and reproduce the other party's Confidential Information only for the purposes of this Agreement and only to the extent necessary for such purpose; (b) restrict disclosure of the other party's Confidential Information to its employees, consultants or independent contractors with a need to know and (c) not disclose the other party's Confidential Information to any third party without prior written approval of the other party. Notwithstanding the foregoing, it shall not be a breach of the Agreement for either 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 other party has been given prior notice and the disclosing party has sought all reasonably available safeguards against widespread dissemination prior to such disclosure.

4.2 Confidential Information Defined. As used in the Agreement, the term "Confidential Information" refers to: (i) the terms and conditions of 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 either party that is not generally known to the public, including information about either party's personnel, customers, designs, protocols, know-how, processes, costs, prices, finances and research and development. Each party agrees that the Referred User data collected and aggregated by the other party is Confidential Information of such other party. In addition, each party agrees that all processes and protocols provided by the other party hereunder are Confidential Information of such other party. It is further understood and agreed that for purposes of the Agreement, "Confidential Information" shall include the Licensed Software, all modifications, enhancements, upgrades and improvements thereto and all specifications, programs, source code, object code, documentation, diagrams and other materials of any type whatsoever (tangible or intangible and machine readable or human readable) contained or revealed in any of the foregoing. Notwithstanding the foregoing, the term "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 the other party; (b) information that is known to either party without restriction, prior to receipt from the other party under this 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 either 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 either party's employees or agents provided that either party can show that those same employees or agents had no access to the Confidential Information received hereunder.

5. FORCE MAJEURE

5.1 Neither 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 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; 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.

6. ADDITIONAL REPRESENTATIONS AND WARRANTIES

6.1 Each party represents and warrants that it has the right to enter into the Agreement, to grant the rights granted hereunder and that its entry into the Agreement does not and will not violate its obligations to any third party. In addition, each party represents and warrants that its signatory to the Agreement is duly authorized to bind it and that, upon execution by both parties, the Agreement shall be valid and binding upon it. Partner further represents and warrants that if it acts as an agent on behalf of Partner End Users, it is duly authorized to do so.

7. LIMITATION OF LIABILITY

7.1 EXCEPT AS EXPRESSLY WARRANTED HEREIN, THE WEB SERVICES AND THE LICENSED SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND REGISTER.COM DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ITS WEB SITE(S), THE LICENSED SOFTWARE, THE RELIABILITY, SECURITY, CONTINUATION OR SUCCESS THEREOF, THE MATERIALS CONTAINED THEREIN, THE SERVERS USED OR THE GOODS OR SERVICES OFFERED BY REGISTER.COM AND EACH PARTY EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.2 UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF SUCH DAMAGES ARE FORESEEABLE OR THAT PARTY HAS BEEN ADVISED OR HAS CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF

SUCH DAMAGES), ARISING FROM SUCH PARTY'S PERFORMANCE OR NONPERFORMANCE PURSUANT TO ANY PROVISION OF THE AGREEMENT OR THE OPERATION OF SUCH PARTY'S SITE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR DAMAGES IN EXCESS OF THE AMOUNT PAYABLE TO REGISTER.COM UNDER THE AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, HOWEVER, THIS SECTION SHALL NOT LIMIT EITHER PARTY'S LIABILITY TO THE OTHER FOR (A) WILLFUL AND MALICIOUS MISCONDUCT; (B) INDEMNIFICATION OR CONFIDENTIALITY OBLIGATIONS HEREUNDER.

8. INDEMNITY

8.1 Indemnification. Each party (the "indemnifying party") shall, at its own expense, indemnify, defend and hold the other party and its directors, officers, employees, representatives, subsidiaries and affiliates, harmless against any third party claims, suits, actions or proceedings based on or arising from a breach of the indemnifying party's representations or warranties hereunder.

8.2 Settlement. Neither party shall, without prior written consent of the other party, 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 indemnified party.

9. NOTIFICATION

9.1 Any notice required to be given hereunder shall be given in writing and delivered personally or by Federal express or other recognized overnight delivery service to each of the parties at their respective addresses herein above set forth or at such other addresses as any party may hereafter notify the other of in such manner.

To Register.com:

Register.com 575 8th Avenue, 8th Floor New York, NY 10018

Attn: Chief Executive Officer and General Counsel

To Partner:

As listed on the first page of the Agreement.

10. RELATIONSHIP OF THE PARTIES

10.1 Except as a party may be specifically authorized in writing by the other, nothing herein contained shall be construed as authorizing a party to bind the other in any way nor as constituting a party an agent or representative of the other.

11. TAXES

11.1 Each party shall be responsible for and pay its own import duties, levies or imposts, value added, sales taxes, use taxes and any other taxes imposed by any jurisdiction as a result of (a) entry into the Agreement (b) the performance of any of the provisions of the Agreement or (c) the transfer of any property, rights or any other grant hereunder.

12. GOVERNING LAW

12.1 The Agreement shall be governed by the laws of the State of New York, USA, and both Partner and Register.com consent to jurisdiction and venue in any and all disputes hereunder in the state or federal courts of the City of New York.

13. ASSIGNMENT

13.1 Neither party may assign the Agreement, or any of its rights, interests or obligations without the prior written approval of the other party, which approval shall not be unreasonable withheld, provided however that either party shall have the right to assign its rights and obligations hereunder without consent of the other party to a party which acquires the assignor by merger or sale, or which acquires all or substantially of the assignor's stock or assets or which controls, is controlled by, or is under the common control with the assignor. All of the terms of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14. ENTIRETY

14.1 The Agreement shall not be effective until signed by both parties. The Agreement constitutes the entire agreement between the parties with respect to the Web Services and all other subject matter hereof and supersedes all prior communications.

15. CHANGES TO THIS AGREEMENT

15.1 Except as otherwise provided in this Agreement, you agree that, during the term of this Agreement, Register.com may: (1) revise the terms and conditions of this Agreement; and/or (2) change the Web Services provided under this Agreement, in whole or in part, at any time (including, without limitation, changing service providers or subcontractors for e-mail and other Web Services provided under Register.com's name). Any such revision or change will be binding and effective 30 days after posting of the revised Agreement or change to the Service(s) on our Web site, or upon transmission to you of such revised Agreement by email or otherwise; provided, however, that terms and conditions for new Web Services shall be effective immediately upon posting on our Web site, located at www.rcomexpress.com, and will be applicable to you when you order such new Service(s). Your continued offering of any Service(s) for resale shall constitute your acceptance of this Agreement as well as additional rules or policies that are or may be published by Register.com, each with the new modifications. If you do not agree to any of such changes, you may request that your account be cancelled. You acknowledge and agree that such cancellation will be your exclusive remedy and our sole liability if you do not wish to abide by any changes to this Agreement or any additional rules or policies that are or may be published by Register.com from time to time. Except as set forth in this Section 15, no employee, contractor, agent or representative of Register.com or its subsidiaries is authorized to alter or amend the terms and conditions of this Agreement except by means of a written document signed by you and an authorized officer of Register.com.

16. PROVISIONS APPLICABLE TO NON-U.S. PARTNERS

16.1 Blocked Funds. If Partner shall be prohibited or restricted from making payment of any monies at the time when such monies are due and payable to Register.com hereunder by reason of the laws or currency regulations within the country in which Partner is domiciled, Partner shall promptly so advise Register.com or Register.com's designated agent in writing. Partner shall, upon Register.com's request, deposit any blocked funds to the credit of Register.com in a bank or banks or other depository designated in writing by Register.com in the country in which Partner is domiciled, or pay them promptly to such persons or entities as Register.com may designate in writing.

16.2 Compliance with Laws. Partner shall, at its expense, comply with all laws and regulations governing its performance hereunder and its use of the Web Services. Partner shall be solely responsible for obtaining any licenses or approvals from the appropriate government agencies necessary for it to use the Web Services and enable it lawfully to perform its obligations under the Agreement.

16.3 Prohibition of Gratuities. Partner represents and warrants that it shall comply with all laws relating to the conduct of business practices which prohibit any gratuities or inducements. Partner acknowledges that Register.com is subject to certain United States laws, including but not limited to the Foreign Corrupt Practices Act of 1977 and any amendments thereto, which apply to activities carried out on Register.com's behalf outside the United States. Partner agrees neither to take nor omit to take any action if such act or omission might cause Register.com to be in violation of any such laws. Upon written notice from Register.com, Partner shall provide such information as Register.com shall reasonably consider necessary to verify compliance by Partner with the provisions of this section.

16.4 Consent to Jurisdiction and Service of Process. Each party hereto hereby waives personal service of any summons, complaint or other process by any means, manner or method other than in the manner provided for the giving of notices to such party in Section 9, and agrees that any process served upon such party in such manner provided for in Section 9 shall have the same validity and legal force and effect as if served upon

such party personally within the State of New York and each party agrees that it will not assert the defense of lack of personal jurisdiction or forum non-conveniens in response to any such action or seek to change venue from the forum in which any such action is initially commenced.

16.5 United Nations Convention on Contracts for the International Sale of Goods. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to this Agreement or the parties. The parties hereby further agree to opt out of the application of the United Nations Convention for the International Sale of Goods to this transaction.