



GKG.NET, INC.
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Revision: V2.6

PARTNER PROGRAM - TERMS AND CONDITIONS

This Agreement contains all of the terms and conditions between GKG.NET, INC. ("GKG"), and the individual or organization (the "Partner") participating in the GKG.NET, INC. Partner Program (the "Program").

In this Agreement, "we" and "us" means GKG.NET, INC, and "you" means the Partner participating in the Partner Program. "GKG.NET, INC Web Site" or "Our Site" means the web site located at <http://www.gkg.net>, and "Your Site" means the web site upon which you establish an interface to Our Site as part of this Program. The "GKG.NET, INC Services" means GKG.NET, INC' web address registration and web address reservation services and other products and services that GKG.NET, INC may introduce from time to time in the future and offer through the Program.

1. Enrollment in the Partner Program

To begin the enrollment process, you must submit a properly completed Program application via Our Site. We will evaluate your application in good faith and will notify you of your acceptance or rejection in a timely manner. We may reject your application if we determine, in our sole discretion, that Your Site is unsuitable for the Program.

You understand that we reserve the right to conclude that Your Site is unsuitable in accordance with our standards, and we may come to such a conclusion even if it is based upon our opinion or mere suspicion or belief, without any duty to prove that our opinion or suspicion is well-founded and even if our opinion or suspicion is proven not to be well-founded or if others' sites have been accepted despite having the same or similar characteristics as Your Site. You also understand that if we accept your application, such acceptance shall not imply that Your Site does not meet one or more of the criteria that would have permitted us to reject your application. If we reject your application, you are welcome to reapply to the Program at any time.

2. Interface Options

We shall provide you with two (1) interfacing option:

A set of technical specifications making up our "Super SRS API" (Superior Shared Registration System Application Program Interface). This option will enable you to build a custom system to meet your needs.

3. Super SRS API Protocols

As part of the registration process you shall submit all data elements as specified in the interface to our Super SRSAPI using the appropriate protocols.

4. Super SRS API Security

You shall develop and employ all necessary technology and restrictions to ensure that your connections to the Super SRS API and all transmissions between you, customers or prospective customers and the Super SRS API that are initiated for the purpose of creating, deleting or modifying data within our database are secure. You shall authenticate every connection with the Super SRS API using a password which shall be disclosed only to your employees on a "need to know" basis. You shall notify us within four (1) hours of learning that your password has been compromised in any way.

5. Super SRS API License Agreement

Subject to the terms and conditions of this agreement, we hereby grant you a non-exclusive, worldwide limited license to use the Super SRS API software. Our Super SRS API License Agreement governs the use of the Super SRS API software.

6. Confidentiality

- a. With respect to the Confidential information, you agree that:
 - (i) You shall treat as strictly confidential and use all reasonable efforts to preserve the secrecy and confidentiality of all confidential information received from us, including implementing reasonable physical security measures and operating procedures.
 - (ii) You shall make no disclosures whatsoever of any confidential information to others, including but not limited to:
 - a) Any part of the Super SRS API
 - b) Any Partner Program strategy
 - c) Any Partner Program marketing strategy
- b. The obligations set forth in Section 6 shall be continuing, provided, however, that Section 6 imposes no obligation upon you with respect to information that:
 - (i) Is disclosed with our prior written approval; or
 - (ii) Is or has entered the public domain in its integrated and aggregated form through no fault of the receiving party; or
 - (iii) Is known by the receiving party prior to the time of disclosure in its integrated and aggregated form; or
 - (iv) Is independently developed by the receiving party without use of the confidential information; or
 - (v) Is made generally available by us without restrictions on disclosure.
- c. In the event of any termination of this agreement, all confidential information in your possession shall be immediately returned to us. You shall provide full and voluntary disclosure to us of any and all unauthorized disclosures and/or unauthorized uses of any confidential information; and the obligations of this Section 6 shall survive such termination and remain in full force and effect.
- d. You agree that we shall be entitled to seek all available legal and equitable remedies for the breach by you of section 6.

7. Payment Options

We provide two (1) payment option for members of the Program*:

The Partner will pre-pay for domains.

You guarantee to us full payment for all services. The obligation to pay becomes final and non-revocable by the SLD (Second Level domain) holder upon activation of the registration.

*All parties that were accepted into the Partner Program before January 15, 2004 will be allowed to continue using previous payment arrangements for a predetermined length of time (not to exceed one year from the execution of this agreement).

Furthermore, any fees deposited by GKG into a debit account as payment for reseller activity MUST be used within one year of deposit. After this period the fees will be considered as expired and will have no value.

8. Our Responsibilities

- a. Over and beyond domain registration, we will be responsible for providing all information necessary to allow you to make the appropriate interface from Your Site to Our Site, depending on your choice of interface options (as offered). We will be solely responsible for processing every application for our Services, for tracking the number and amount of sales generated by your interface, and for providing information to you regarding sales

statistics upon your request. GKG will permit your use of your selected interface option for all purposes except to:

- (i) enable high volume, automated, electronic processes that send queries or data to any of our domain registration systems, except as reasonably necessary to register domain names or modify existing registrations.
- b. GKG will provide a query-based public access to registration data in the form of a Whois search. GKG shall not impose terms and conditions on use of the data provided, except as permitted by policy established by ICANN. Unless and until ICANN establishes a different policy GKG shall permit the use of data it provides in response to queries for any lawful purposes except to:
 - (i) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass, unsolicited, commercial advertising or solicitations to entities other than the data recipient's own existing customers; or
 - (ii) enable high volume, automated, electronic processes that send queries or data to the systems of any Registry Operator or ICANN-Accredited registrar, except as reasonably necessary to register domain names or modify existing registrations.
- c. We will be responsible for making periodic changes to the interface between Your Site and Our Site. However, at the point at which we deem these changes to be excessive, we will levy a fee of at least \$50.00 per change request to cover man time.

9. Your Responsibilities

- a. You are solely responsible for accepting and receiving payment from your customers for all services resold. You are solely responsible for ensuring that your account has adequate funds available for prepayment of resold services.
- b. You are solely responsible for ensuring that the content of Your Site and the products and services that you offer from Your Site comply with all applicable copyright and other laws. You must have express permission to use another party's copyrighted or other proprietary material. We will not be responsible if you use another party's copyrighted or other proprietary material on Your Site in violation of the law or any agreement, and your indemnity, below, will protect us if you do so.
- c. It is the sole responsibility of the Partner that resells our services to ensure that all customer's who purchase the Domain Services agree to be bound by our current agreements and policies as they pertain to domain registration. The Partner agrees not to change the agreements in anyway unless authorized by our representative in writing. The policies can be found at www.gkg.net/policies.
- d. As the sponsoring reseller of a domain, credit card chargebacks are the sole responsibility of the Partner.
- e. You are solely responsible for ensuring that you do not send automated, electronic processes that send queries or data to the systems of any Registry Operator or ICANN-Accredited registrar (including GKG), except as reasonably necessary to register domain names or modify existing registrations (this policy applies to both information included in the registration process and in Whois queries). If in fact this policy is broken, the following actions will be taken immediately:
 - (i) First infraction - GKG will immediately block all your IP #s, therefore blocking you from accessing any GKG domain registration service until such time as you can prove to GKG's satisfaction that you have corrected the problem. You will also be required to sign the Financial Loss Prevention Form, stating that you assume responsibility for any and all future financial losses suffered by GKG as caused by any future deviations from this policy.
 - (ii) Second infraction - GKG will immediately block all your IP #s, therefore blocking you from accessing any GKG domain registration service until such time as any financial losses can be assessed and are paid in full by you. In order to continue a business relationship with GKG, you must place 75% of current financial losses, as a security bond, (over and above the amount to be paid) in an account from which GKG may draw in the case of a future infraction.
 - (iii) Third infraction - GKG will either, at our sole discretion, terminate all business contacts with you and seek compensation for all financial losses or repeat step (ii).

10. Fees

We reserve the right to alter the Partner Program pricing at any time. We agree to notify you of any fee changes that will affect your account. A current fee schedule can be found at <http://www.gkg.net/domain/alliances/partner.html>

11. Reports of Sales

You must request a sales report on a monthly basis by emailing resellers@gkg.net.

12. Policies and Pricing

- a. A customer who buys our Registration Services through the Program will be deemed to be our customer and that of the Partner. Accordingly, all of our rules, policies, and operating procedures concerning customer applications, customer service, and sales of our services will apply to those customers. We may change our policies and operating procedures at any time. If we decide to change any of the price breaks offered to the Partner, the Partner will have 30 days to accept or reject the changes. By continuing to use the services, the Partner agrees to the changes offered by us. If the partner rejects the changes, the Partner agrees to reject the offer in writing with 30 days notice, which will terminate the contract.
- b. You acknowledge and agree that you and each customer must agree to be bound by the terms and conditions of the current Registration Agreement and the current UDRP (Uniform Dispute Resolution Policy). You and your customers also agree to abide by our Disclaimer and Privacy Policy. The Partner must require registrants to actively check a box agreeing to be bound by our Registration Agreement and provide a link to such agreement. This assent to agree by the registrant must be passed to us by the Partner. The Partner may require Registrants to agree to additional terms and conditions, provided that such terms and conditions do not conflict in any manner with the provisions of the then current Registration Agreement, the ICANN Accreditation Agreement, or any of our other agreements.

The obligation to pay becomes final and non-revocable by the SLD holder upon activation of the registration.

13. Licenses and Use of the Our Logos and Trademarks

- a. We grant you a non-exclusive, non-transferable, revocable right (i) to access Our Site through the hyperlinks solely in accordance with the terms of this agreement and (ii) solely in connection with such hyperlinks, to use our logos, trade names, trademarks and similar identifying material relating to us (collectively, the "Licensed Materials"), for the sole purpose of establishing a hyperlink to Our Site so users of Your Site can subscribe to our services. You may not alter, modify or change the Licensed Materials in any way.
- b. Other than establishing a hyperlink from Your Site to Our Site, you shall not make any use of any Licensed or Proprietary Materials without first obtaining our prior written consent. You shall not use the Licensed Materials in any manner that is disparaging or that otherwise portrays us in a negative light. We reserve all of our rights in the Licensed and Proprietary Materials. We, in our sole discretion, may revoke your license at any time, by giving you written notice.
- c. You grant to us a non-exclusive license to utilize your company name and logo, as the same may be amended from time to time (the "Partner Trademarks"), to advertise, market, promote and publicize in any manner your participation in the Program with your prior approval; provided, however, that we shall not be required to so advertise, market, promote or publicize.
- d. The licenses described in this Article 14 shall expire upon the effective date of the expiration or termination of this Agreement.

14. Modification

We may modify any of the terms and conditions contained in this Agreement at any time and at our sole discretion. It is the responsibility of the Partner to monitor all pertinent agreements for changes. Modifications may include, but are not limited to, changes in the scope of available referral fees, referral fee schedules, payment procedures and Program rules. If any modification is unacceptable to you, your only recourse is to terminate this Agreement as provided in Article 22. Should you so terminate the changes we have announced shall nevertheless become effective unless we agree, in writing, to the contrary. Your continued participation in the Program following the posting of a new Agreement on Our Site will constitute binding acceptance of the change.

We agree to make a reasonable effort to communicate any material changes to the Partner, however, the agreement posted at http://www.gkg.net/domain/alliances/partner_forms.html will be in effect at all times.

15. Relationship of Parties

You and GKG.NET, INC are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on Your Site or otherwise, that reasonably would contradict anything in this Article.

No relationship between our companies shall constitute ICANN accreditation, affiliation, or approval for your company. Partners must NOT represent that they are in any way approved, accredited, or affiliated with ICANN at any time.

16. Representations and Warranties

Except as otherwise stated in this Article 18, we make no express or implied warranties or representations with respect to the Program or any GKG.NET, INC Services sold through the Program (including, without limitation, warranties of fitness, merchantability or non-infringement, or any implied warranties arising out of course of performance, dealing or trade usage). In addition, we make no representation that the operation of Our Site will be uninterrupted or error free, and we will not be liable for the consequences of any interruptions or errors.

Each of us (the "Warrantor") hereby represents and warrant to the other party as follows:

- a. This Agreement has been duly and validly executed and delivered by the Warrantor and constitutes its legal, valid, and binding obligation, enforceable against the Warrantor in accordance with its terms.
- b. The execution, delivery, and performance by the Warrantor of this Agreement and the consummation of the transactions contemplated hereby will not, with or without giving of notice, the lapse of time, or both, conflict with or violate (i) any provision of law, rule or regulation to which the Warrantor is subject, (ii) any order, judgment or decree applicable to or binding upon the Warrantor's assets, (iii) any provision of the Warrantor's by-laws or certificate of incorporation, or (iv) any agreement or other instrument applicable to or binding upon the Warrantor's assets.
- c. No consent, approval, authorization of, exemption by or filing with any governmental authority or any third party is required to be obtained or made by the Warrantor in connection with the execution, delivery and performance of this Agreement or the taking by the Warrantor of any other action contemplated hereby.
- d. There is no pending or, to the best of the Warrantor's knowledge, threatened claim, action, or proceeding against Warrantor with respect to the execution, delivery or consummation of this Agreement, or with respect to the Warrantor's trademarks, and, to the best of the Warrantor's knowledge, there is no basis for any such claim, action, or proceeding.

You hereby represent and warrant to us that you are the sole and exclusive owner of the Partner Trademarks and have the right and power to grant to us the license to use your trademarks in the manner contemplated herein, and such grant does not and will not (i) breach, conflict with or constitute a default under any agreement or other instrument applicable to you or binding upon your assets or properties, or (ii) infringe upon any trademark, trade name, service mark, copyright or other proprietary right of any other person or entity.

17. Limitation of Liability

We will not be liable for indirect, special, incidental, exemplary, punitive or consequential damages, or for any loss of revenue, profits, or data, arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total referral fees paid or payable to you under this Agreement.

18. Indemnification

You hereby agree to indemnify and hold harmless GKG.NET, INC, its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, expenses (including reasonable attorneys' fees), and costs (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the Affiliate Trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, (iii) the development, operation, maintenance and content of Your Site and products and services offered from Your Site, or (iv) any claim related to Your Site, including, without limitation, content therein not attributable to us.

19. Notification

All notices to us in connection with this Agreement shall be deemed given as of the day they are received either by messenger, delivery service or in the United States of America mails, postage prepaid, certified or registered, return receipt requested, and addressed as follows:

GKG.NET, INC
P.O Box 1450
Bryan, Texas 77806-1450

Attention: Partner Program Manager

With Copy to: General Counsel

20. Terms

Both parties can terminate this agreement with a 30 days notice. Either party can terminate the agreement immediately for material breach of this contract by the other party. We will continue providing all Services to all customers referred by the Partner upon the termination of this agreement.

21. Compliance with this Agreement

We reserve the express right under our sole discretion to monitor Your Site at any time and from time to time to determine if you are in compliance with the terms of this Agreement.

22. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications.

23. Venue

This Agreement shall be construed in accordance with the laws of the State of Texas.

We agree to abide by the terms of this agreement. Signed this ____ Day of ____, 20__.

Company: _ _____

Name: _____

Title: _____

Signature: _ _____