

WHOLESALE TERMS OF USE

This WEB.COM WHOLESALE PARTNER AGREEMENT, together with the accompanying Schedules and the Partner Sign-up Form (collectively referred to as this "Agreement"), is by and between Web.com Group, Inc. either directly or on behalf of its wholly-owned companies such as Register.com, Network Solutions, and SRS Plus, (also referred to as "Web.com", "we", "us" and "our"), and your organization, as identified by you on the Partner Sign-up Form, as applicant for the provision of services to be provided (also referred to as "Partner", "you", "your" and "yours"), and is effective as of the date of submission of the Partner Sign-up Form (the "Effective Date").

This Agreement explains our obligations to you and your obligations to us in relation to the Web.com Wholesale services you apply to purchase from Web.com. By purchasing or otherwise applying for Web.com Wholesale services, you agree to establish an account with us for such services. When you use your account or permit someone else to use your account to purchase or otherwise access additional Web.com Wholesale Services or modify or cancel your Web.com Wholesale Services (even if we were not notified of such authorization), this Agreement covers any such services or actions.

1. SCOPE OF SERVICES

A. Services Provided by Web.com

Web.com shall make available to Partner certain software, which includes a registration interface and an application programming interface (API) together with documentation (the "Licensed Software") to enable Partner to use Web.com's domain name registration services and other services, as further described below (collectively, the "Wholesale Services"), and to make the Wholesale Services available for resale to Partner's end users (the "Partner End Users") who, once they avail themselves of the Wholesale Services, shall be "End Users". In addition, Partner has read, understood, and agrees to be bound by all of the terms of this Agreement in addition to Web.com's Master Services Agreement ("MSA") located at <https://legal.web.com/Document/Get/ServicesAgreement>, and the Reseller Terms and Conditions located at <https://legal.web.com/Document/Get/ResellerProgramTandC>, as they may be amended from time to time. Partner acknowledges that the fulfillment by Web.com of certain Wholesale Services is subject to oversight by third parties, including, without limitation, the rules, regulations and policies of the Internet Corporation for Assigned Names and Numbers ("ICANN"), the U.S. Department of Commerce, various registry administrators and certain contractual agreements between Web.com and such registry administrators and other technical service providers (collectively, as they may be amended from time to time, the "Third Party Obligations"). Notwithstanding anything to the contrary herein, Web.com reserves the right to modify the Wholesale Services provided hereunder in order to comply with any such Third Party Obligations. Wholesale Services offered by Web.com include the following:

i. URL Forwarding Services

URL Forwarding provides End Users with the capability to forward visitors to a domain name residing on Web.com's DNS servers to a Web site designated by End Users, a "forward to address". Partner may manage URL Forwarding using the Licensed Software, account

management tool or Custom Site, if applicable. Additional terms and conditions of the URL Forwarding Services are located at <https://legal.web.com/Document/Get/WebsiteForwardingServiceAgreement>.

ii. Website Builder Services

Website Builder provides Referred Users with the ability to create and post Web sites ("User Web sites"). Additional terms and conditions of the Website Builder Service are located at <https://legal.web.com/Document/Get/DIYWebsiteBuilderTools>

iii. Electronic Mail Services

Web.com's electronic mail service provides End Users with the capability to send and receive electronic mail. Partner may manage the electronic mail services using the Licensed Software, account management tool or Custom Site (if applicable). Additional terms and conditions of the Electronic Mail Services are located at <https://legal.web.com/Document/Get/EmailServicesAndMicrosoft>

iv. Digital Certificates Services

Registrar may offer certain digital security services, such as Sitelock, (collectively, "Certificate Services"). Partner agrees that if Partner chooses to resell Web.com's digital certificate services, Partner will be bound by the terms and conditions of Web.com's Master Services Agreement ("MSA") located at <https://legal.web.com/Document/Get/ServicesAgreement> and other relative legal documents located at <https://legal.web.com/>, as modified by Web.com from time to time, and which is incorporated herein and made part of this Agreement by reference.

v. Private Registration

Web.com may offer a domain masking services, also known as "Domain Name Privacy," "RCOM Shield," or "Private Registration." Private Registration allow End Users to protect the confidentiality of their personal contact information by registering their domain names in the name of a third party company, such as Whois, Privacy Protection, Inc., whose contact information will be displayed in the public "Whois" record instead of theirs, as required by all incorporated ICANN provisions in this Agreement. Partner agrees that if Partner chooses to resell Web.com's Private Registration service, Partner will be bound by the terms and conditions of the Private Registration Service Agreement to be posted on the website located at <https://legal.web.com/Document/Get/PrivateRegistrationService>, as modified by Web.com from time to time, and which is incorporated herein and made part of this Agreement by reference.

vi. Premium Domain Names

Our Premium Domain Name Service offers for sale domain names that may be registered to third parties (also known as aftermarket or secondary market domain names) in a variety of tlds (such as, but not limited to, .com, .net, .org, .biz and .info tld's). All Premium Domain

Name registrations are offered on a "first come, first served" basis. After you complete the Premium Domain Name registration application, including payment of the purchase price, we will initiate the transfer of the Premium Domain Name to your account. At the time of transfer of the Premium Domain Name into your account, we will add one (1) year to the existing registration period. Any subsequent renewals of the Premium Domain Name will be charged at the then-current renewal fee. You acknowledge and agree that once you have completed your Premium Domain Name registration application, you have entered into a valid, binding and enforceable contract to pay the designated purchase price for the Premium Domain Name. All Premium Domain Name sales and registrations are final and non-refundable. When selling Premium Domain Names registered to third parties, we make no representations regarding the accuracy or legality of domain names advertised, the accuracy or legality of any domain name listing, or the right and the ability of the third party seller to transfer the Premium Domain Name or complete the transaction. In addition, you acknowledge and agree that we reserve the right to reject or cancel your Premium Domain Name registration for any reason including, but not limited to, any pricing errors. In the event your Premium Domain Name registration is rejected or cancelled, for any reason, we will refund in full the amount of the purchase price for the Premium Domain Name as your sole remedy hereunder. Once the Premium Domain Name is transferred into your account, you agree that Premium Domain Name may not be transferred away from Register.com, Network Solutions or other of their registrar subsidiaries or affiliates to another registrar during the first sixty (60) days following the transfer, during which time the Premium Domain Name may be placed on transfer lock.

vii. Do It For Me ("DIFM") - eWorks! Website

The Web.com Do It For Me ("DIFM") eWorks! Website is subject to the terms and conditions of the DIFM Website Supplemental Services Agreement, where the End User is considered to be the sole consumer for all intents and purposes. Partner agrees that if Partner chooses to resell Web.com's Do It For Me service, Partner will be bound by the terms and conditions of the Do It For Me Agreement to be posted on the website located at <https://legal.web.com/Document/Get/CustomWebsiteServices>, as modified by Web.com from time to time, and which is incorporated herein and made part of this Agreement by reference.

viii. Hosting

Partner agrees that if Partner chooses to resell Web.com's Hosting services, Partner will be bound by the terms and conditions of the Web Hosting Services Agreement, to be posted on the website located at <https://legal.web.com/Document/Get/WebHostingServices> as modified by Web.com from time to time, and which is incorporated herein and made part of this Agreement by reference.

ix. eCommerce

Partner agrees that if Partner chooses to resell Web.com's eCommerce services, Partner will be bound by the terms and conditions of the eCommerce Services Agreement, to be posted on the website located at <https://legal.web.com/Document/Get/eCommerceServices> as modified by Web.com from time to time, and which is incorporated herein and made part of this Agreement by reference.

x. Mobile Website

The Mobile Websites powered by goMobi™ services (the "Mobile Service") is a service that formats an existing website for viewing on mobile devices. Partner agrees that if Partner chooses to resell Web.com's Mobile Website services, Partner will be bound by the terms and conditions of the Mobile Website Services Agreement, to be posted on the website located at <https://legal.web.com/Document/Get/MobileWebsite> as modified by Web.com from time to time, and which is incorporated herein and made part of this Agreement by reference.

xi. Domain Expiration Protection

Partner agrees that if Partner chooses to resell Web.com's Domain Expiration Protection services, Partner will be bound by the terms and conditions of the Domain Expiration Protection Services Agreement, to be posted on the website located at <https://legal.web.com/Document/Get/DomainExpirationProtectionService> as modified by Web.com from time to time, and which is incorporated herein and made part of this Agreement by reference.

B. Integration

To enable Web.com to provide the Wholesale Services, Partner agrees that any End Users requiring the Wholesale Services shall be able to initiate the order process on Partner's Web Site, i.e. the Partner End User shall be able to fill out a form on any Partner Web Site (preferably on those pages regarding Partner's web hosting services) providing all information needed to provide the Wholesale Services (collectively, the "Referred User Information"). In addition, the form shall contain links to generic versions of pages hosted on Web.com's web site containing the Web.com Services Agreement and the Web.com Dispute Policy. The links shall state "Registrar Services Agreement" and the "Registrar Dispute Policy", respectively. When the End User Information is complete and End User has checked the "I accept" box as described below, Partner shall immediately submit the End User Information to Web.com by using the Licensed Software supplied by Register.com to Partner. Partner shall complete the integration of the Licensed Software within Partner's Web Site within thirty days of execution of this Agreement.

C. Services Agreement

As part of the Service order process, End User must execute Web.com's Services Agreement by checking the "I accept" box; Web.com shall not provide Wholesale Services to any End User who has not executed the Services Agreement. Partner agrees to enforce the applicable provisions of Web.com's Services

Agreement, located at <https://legal.web.com/Document/Get/ServicesAgreement>. In the event that Partner orders any Service on behalf of End Users, Partner agrees that it shall cause such End Users to be bound by Web.com's Services Agreement or shall itself execute the Services Agreement as agent for End Users as disclosed principals. Partner assumes all responsibility and liability for any actions it takes as agent for the End Users, including without limitation through Partner's use of Account Manager (as defined herein). In the event that Partner orders any service on its own behalf, it shall execute and be bound by Web.com's Services Agreement.

D. ICANN Requirements

All Parties must comply with the ICANN Registrar Accreditation Agreement and all associated ICANN Accredited Registrar Requirements, including, but not limited to, the Expired Registration Recovery Policy, the Data Retention Policy, and the Transfer Policy, located at <https://www.icann.org>, which are hereby incorporated to this Agreement (collectively "ICANN Agreements"). All ICANN Agreements are hereby agreed to by all Parties, and shall govern this Agreement and any applicable provisions not covered in this Agreement.

i. Identifying Web.com as Registrar.

Partner shall identify the proper sponsoring registrar, determined by Web.com, upon inquiry from the customer or registered domain name holder.

ii. Breach of ICANN Requirements.

The ICANN Transfer Policy governing the transfer of domain name registrations is found at <https://www.icann.org/resources/pages/registrars/transfers-en>. The Transfer Policy covers (1) transfers of domains between registrars, (2) transfers of domains between registrants, and (3) registrant-initiated updates to their contact information (including registrant's first name, last name, organization and email address). In each of these instances, a verification and notification process will be triggered. Registrant explicitly authorizes Web.com to act as your "Designated Agent" (as defined in the Transfer Policy) and to approve a "Change of Registrant" (as defined in the Transfer Policy) on Registrant's behalf.

If Web.com becomes aware that Partner is in breach of any of the provisions of this Section, Web.com is required to notify Partner that it is in breach of the Agreement. Upon notification by Web.com, the Partner or reseller shall have three (3) calendar days to cure. Should Partner or reseller fail to fully cure within the three (3) calendar days then Web.com has the right to immediately terminate the Agreement.

E. Registry Agreements To the extent that Web.com is obligated to conform to additional registry-level requirements with regards to certain domain extensions, so too shall be the Partner. A full list of impacted domain extensions and detailed requirements are documented in the ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO CCTLDs and REGISTRY TERMS AND CONDITIONS RELATED TO gTLDs documents located at <https://legal.web.com/>.

F. End User Support Partner shall be responsible for any actions it takes on behalf of users, including through its use of Account Manager, any renewal or deletion of a Service (or a request to Web.com to renew or delete a Service), and for all initial Partner support of End Users with respect to the Wholesale Services. Partner must provide support to End Users through email and telephone continually on a reasonable basis. In addition, all support must be provided within twelve hours of an End User's request and an escalation path must be established for problems that cannot be solved through standard procedures and/or channels. Partner shall attempt to resolve all End User problems before contacting Web.com with requests for assistance and only Senior Managers of Partner may contact Web.com with requests for assistance. Web.com shall have the right to terminate this Agreement if Partner fails to provide adequate End User support, as determined by Web.com in its reasonable discretion.

G. Account Manager Partner shall have access to the Partner Account Manager ("Account Manager") and shall provide access only to those employees of Partner that are authorized by Partner ("Authorized Users"). Only Authorized Users shall have access to Account Manager. Without limiting the foregoing, Partner shall be responsible for all access to Account Manager by Partner's employees, agents, representatives, or any other parties, other than Web.com, who are given access by Partner to Account Manager and Partner shall be responsible for any actions taken by any of the foregoing. Through Account Manager, Partner will have the ability to manage settings, including but not limited to registrations, renewals, and email settings, and shall have the ability to view domains under management and run reports. Partner shall be fully responsible and liable for any actions it takes on behalf of or as agent for Partner End Users, including without limitation through Partner's use of Account Manager.

H. Registrations and Renewals As between Web.com and Partner, Partner shall be solely responsible for any registration, renewal or deletion of a Service for an End User. For the registration and renewal of domain name registrations, Web.com will not be performing the billing functions) Partner shall be responsible for any registration notices and processes, but Web.com shall send End Users all ICANN mandated renewal reminders according to regulations posted at <https://www.icann.org/resources/pages/registrars/consensus-policies-en>, and all other incorporated provisions in this Agreement and the Web.com Master Services Agreement.

I. Partner Support Web.com shall provide reasonable support on a continual basis to handle inquiries from Partner regarding the Wholesale Services and the Licensed Software during the Term. Partner shall be solely responsible for providing End User support.

J. Record Keeping Partner shall maintain records of all written communications (including e-mail), if any, with End Users regarding domain name registration, including without limitation, communications regarding applications, modifications, confirmations and terminations of domain name applications and all related correspondence according to the ICANN Agreements incorporated into this Agreement.

K. Costs Web.com shall provide the Wholesale Services, including hardware, software and network requirements, at its own expense. Partner shall be solely responsible for the costs of integrating the

Licensed Software, including hardware, software and network requirements, and coding of links and buttons.

L. Promotion Partner agrees to promote the Wholesale Services above the fold on such pages on Partner's Web Site as mutually agreed by the parties. In addition, if the parties mutually agree, they shall undertake a joint marketing campaign to promote the Wholesale Services.

M. Use of Partner Information in Marketing Materials

i. Web.com retains the right to list Partner company name and logo in representation as a current client of Web.com, as part of Web.com Promotional Materials. Web.com's use of such data is described in the Web.com Privacy Policy and Master Services Agreement located at <https://legal.web.com/Document/Get/PrivacyPolicy> and <https://legal.web.com/Document/Get/ServicesAgreement>, respectively, which may be amended from time to time. Partner may opt-out of Web.com marketing or promotional material with written notice to Web.com.

ii. Web.com may from time to time develop and offer incentive programs and special promotions to individual partners (referred to individually as "Incentive Programs" and "Special Promotions" or generally as "Special Programs"). Web.com shall determine partner eligibility and Special Program terms at its sole discretion. Web.com reserves the right to terminate a Special Program at any time. Partners may receive these Special Program opportunities by email, which will be sent to the email address associated with the account. The opportunity to participate in any Special Programs will expire, if not accepted by the Partner, within five (5) business days, unless extended by Web.com, in its sole discretion. To participate in a Special Program, Partner must respond, as directed by the email. Such acceptance shall indicate that Partner agrees to be bound by the Special Program terms, as specified in the email, including but not limited to: offer duration, rebate/discount calculations, and minimum eligibility requirements. At all times, Partner will continue to be bound by the terms of the Agreement.

2. FEES AND PAYMENTS

A. Payments to Web.com Partner shall pre-pay for all Wholesale Services by depositing no less than \$250.00 (two hundred and fifty dollars) US with Web.com (the "Deposit Amount"). Partner acknowledges and agrees that the fees for the Wholesale Services, as set forth on Partner's Fee Schedule, will be debited from the Deposit Amount on a regular basis. Partner may pay the Deposit Amount by credit card using Account Manager or by sending a check or wire payment to Web.com. Check payments should be mailed to: Web.com Group, Inc.; 12808 Gran Bay Parkway West, Jacksonville, Florida 32258. Partner acknowledges that any check or wire payment will require a manual processing period of up to ten (10) days before such funds will be available in the Deposit Amount. Partner acknowledges that orders for Wholesale Services will not be processed if the fees for the Wholesale Services exceed the amount of the Deposit Amount. Partner acknowledges it is Partner's obligation to monitor the Deposit Amount and replenish the Deposit Amount accordingly. Within ninety (90) days following the termination of this Agreement, any funds in the Deposit Amount in excess of the amounts

owed will be returned to Partner. At its discretion, upon request of the Partner, Web.com may amend this agreement to allow for invoicing.

B. Partner's Fee Schedule Fees Schedules are available by contacting your Web.com Account Manager or Customer Service Agent.

C. Audit Rights Partner agrees to make and maintain, until the expiration of three (3) years after the year to which such records pertain, sufficient books, records and accounts relating to all payments to be made pursuant to this Agreement. Web.com will have the right, exercisable not more than twice every twelve (12) months, to appoint an independent certified public accountant, at its own expense, to inspect, upon reasonable notice and during normal business hours, Partner's relevant records, services, or other means to verify the accuracy of the transaction under the terms of this Agreement. If any such examination discloses a shortfall of more than five percent (5%) in the payments due hereunder, Partner shall reimburse Web.com for the full amount of such shortfall and shall pay the reasonable costs of such audit.

3. PREFERRED PROVIDER; USER INFORMATION

A. Status Beginning on the date the Wholesale Services are made available to End Users (the "Launch Date") and for the remainder of the Term, Partner shall not advertise or promote any other domain name registration service more prominently than the Wholesale Services on Partner's Web site. In addition, Partner agrees to notify Web.com within seven (7) days of applying to become an ICANN-accredited registrar and Web.com reserves the right to terminate this Agreement at any time following the receipt of such notification.

B. Transfer Partner shall use reasonable commercial efforts to recommend to the End Users to transfer any domain names not registered with Web.com to Web.com as the registrar, with Partner as the primary domain name services provider. Transfer of domain name procedures shall be available as part of the Wholesale Services. Partner shall comply with all of the Transfer of Registrant Instructions, located at http://www.register.com/policy/forms/transfer_registrant_form.rcmx, and the ICANN Transfer Policy, located at <https://www.icann.org/resources/pages/registrars/transfers-en>.

C. User Information Web.com and Partner shall each have all rights in the End User information needed to provide the Wholesale Services (collectively, the "End User Information") collected by Web.com and Partner during and after the Term (as defined in the Reseller Agreement; <https://legal.web.com/Document/Get/ResellerProgramTandC>), subject to WHOIS disclosure and any other obligations, requirements, and restrictions imposed by the ICANN Agreements incorporated in this Agreement or other Third Party Obligations, including the obligation to license WHOIS information to third parties pursuant to ICANN requirements.

Web.com as Data Processor.

As it relates to Web.com's trusted resellers and private label partners (collectively, "Resellers"), Web.com may process customer Personal Data on behalf of Reseller. For the avoidance of doubt, Reseller is the

Data Controller and Web.com is the Data Processor of Personal Data that is collected on Reseller's behalf or provided to Web.com by Reseller. Web.com's subcontractors are data sub-processors.

When Web.com is processing Personal Data on behalf of Reseller, it shall:

1. comply with lawful instructions of Reseller as Data Controller;
2. only process the Personal Data to the extent necessary to comply with its obligations under this Agreement;
3. implement, maintain and operate sufficient and appropriate technical and organizational measures that meet the requirements of the applicable data protection laws to:
 - ensure the security, confidentiality, availability and integrity of the Personal Data; and
 - protect against unauthorised or unlawful processing and use of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data;
4. take all necessary steps to ensure the reliability of all of its personnel with access to the Personal Data and ensure that all such personnel are bound by a duty to keep the Personal Data confidential;
5. provide such assistance and cooperation as the Reseller reasonably requires in order to enable the Reseller to comply with its obligations in relation to Personal Data under the Applicable data protection laws, including but not limited to:
 - requests of data subjects to access, update, delete or erasure their Personal Data;
 - In the event of a data subject access request submitted to a Reseller, Reseller will make a request to Web.com by clicking [here](#), and submitting the appropriate form. Reseller agrees to do this immediately upon receipt of the request from its customer, in order to provide Web.com adequate time to complete any applicable tasks.
 - security of processing and Personal Data breaches;
 - Data Privacy Impact Assessments.
6. at the request of the Reseller and within a reasonable timescale, provide evidence of the measures Web.com has taken to comply with its obligations under this Section promptly notify the Reseller in writing:
 - of any complaint or request which relates directly to the processing of the Personal Data or to either Party's compliance with the Applicable data protection laws;
 - if the Personal Data is processed in breach of this Agreement or the Applicable data protection laws; or

- about a known security incident,
- and shall provide the Reseller with full co-operation and assistance in relation to the same;

7. upon the termination or expiry of this Agreement, securely delete all Personal Data in its possession to the extent necessary under the Applicable data protection laws and provide the Reseller with written confirmation of its compliance with this clause.

- Reseller acknowledges that, where relevant, in order to benefit from certain added value services (such as online tools and systems that will facilitate the administration of the Services) it, and its affiliates, employees, officers and other individuals, may have to consent to additional conditions, terms of use and/or privacy policies issued by Web.com or its affiliates from time to time.
- Reseller shall ensure that all data subjects have been provided with all necessary fair processing information and have provided all necessary consents to the processing of their Personal Data by Web.com, its affiliates and its data sub-processors for the purposes envisaged under or in connection with this Agreement.
- Web.com shall not permit the sub-processing of Personal Data without the prior written consent of the Reseller, unless the data sub-processors are affiliates of Web.com. In the event that the Reseller consents to the appointment of a sub-processor, Web.com shall ensure that, prior to any processing of Personal Data by the sub-processor, it enters into an agreement with the sub-processor on terms that provide no less protection for Personal Data than those set out in this section and that contain terms that meet the requirements of the Applicable data protection laws.
- Unless the transfer is made to an affiliate of Web.com or to any country considered as a place giving an appropriate level of protection by the EU Commission, Web.com shall not transfer any Personal Data to any country outside of the European Economic Area without Reseller's prior written consent and where such transfer is agreed the Parties will execute the appropriate EU standard contractual clauses or Privacy Shield certification.
- Reseller shall comply with its respective obligations under the Applicable data protection laws in relation to the processing of Personal Data.
- Each Party shall indemnify the other Party in respect of all losses, damages, costs, expenses and other liabilities (including legal and other professional fees) incurred by or awarded against the other Party and relating to a third party claim resulting from the other Party's failure to comply with its respective obligations under this clause. For such indemnification, it is mandatory that each Party is given adequate notice, right of representation, approval in the event of out of court settlement. For the avoidance of doubt, either Party's compliance with its respective obligations under this clause is at no additional cost to the other Party.¹ If Reseller instructs Web.com to implement specific security and/or organizational measures after the start date of the Agreement, both parties

¹ Article 82 GDPR

will discuss together about those measures, their implementation and costs which will be paid for by the Reseller.

- 1.1 This section shall remain in full force and effect at all times when Web.com (or a sub-processor on its behalf) processes Personal Data, notwithstanding the termination or expiry of this Agreement. In case of conflict of the terms and/or obligations in this Agreement with those in the applicable data protection laws, the latter shall supersede. All capitalized terms within this section shall be assigned the terms in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("Regulation")