

## **DNSmax Integrated Partner Service Agreement**

### **1. Introduction and Definitions**

This contract defines the agreement between Algenta Technologies LLC (“Algenta Technologies” or “Algenta”) and an Integrated Partner (“the Partner”). It defines the qualifications and acceptable practices for the Partner as well as benefits and terms provided by Algenta Technologies to the Integrated Partner.

Algenta Technologies provides various DNS-related services (“Services”), including but not limited to, managed DNS services with web-based configuration, secondary DNS services, and dynamic DNS services. The full list of Services is included as Schedule A of this document.

Algenta’s Integrated Partner program allows the Partner to resell the Services to its own customers (“End-users”). The manner in which this may occur is detailed in this document.

### **2. Branding**

The Partner will use its own existing or created brands to market the Services. Algenta will provide software to the partner that enables this branding.

Algenta will provide a branded edition of its WinIP DNS update client software to the Partner. The branded edition may include the Partners trademark and logo. The Partner may redistribute the branded WinIP software to its End-users.

The Partner may, at its option, use the DNSmax and Algenta Technologies trademarks in its marketing materials, provided that such usage accurately represents the relationship between Algenta, DNSmax, and the Partner. Example verbiage includes ‘Powered by DNSmax’ and “In partnership with Algenta Technologies”.

### **3. Systems Integration**

Algenta will work with the Partner to integrate the Partner’s systems with the DNSmax infrastructure.

Algenta will provide documentation and sample source code for use in accessing the DNSmax web services API. Sample source code will be provided for PHP, ASP.NET, and Perl. The Partner may use the source code to integrate its systems with the DNSmax systems. The Partner may also use the API reference to develop its own software for use in accessing the DNSmax systems.

Algenta may provide additional help with systems integration. However, such work falls outside the scope of this agreement. An example of additional integration services would be integrating DNS functionality into the Partner’s own software or hardware products.

## **4. Billing**

The Partner shall maintain an account with Algenta. The amount of money in this account will be represented in United States dollars. In order to increase the balance of this account (credit), the Partner will make payments to Algenta. The account's balance will be lowered (debit) each time an End-user account is created or renewed. Pricing details are specified in Schedule A of this document.

### *4.1. Initial deposit*

Upon entering into this agreement, the Partner will make an initial deposit into its account. Schedule A of this document specifies the amount of the initial deposit.

This initial deposit is non-refundable even if this agreement is terminated. All other deposits are refundable (see section 9 for details).

### *4.2. Low and negative Account balances*

Algenta will notify the Partner when the Partner's account balance is low. The Partner is expected to make a deposit into its account at that time.

If a debit is made to the Partner's account such that the account balance falls below \$0, the transaction will be allowed and the account will become negative. Algenta will contact the Partner daily for a 5 day period and request a deposit. If a deposit has not been made within the 5 day period, the Partner's account will be suspended. While the account is suspended, the Partner may not incur any additional debits, meaning End-user accounts may not be created or renewed. The Partner's account will be unsuspended when its account balance becomes positive as a result of making a payment to Algenta.

If the Partner's account balance remains negative for 30 consecutive days, Algenta may terminate this agreement.

### *4.3. Credits for closed end-user accounts*

If the Partner terminates an End-user account within 30 days of the End-user's account being created, the Partner will receive a full credit for that End-user account. The amount of credits given under this clause may not exceed 5% the Partner's debits in any month.

## **5. Support**

The Partner is responsible for providing support to its End-users. Algenta Technologies will not provide support directly to the Partner's End-users.

Algenta will provide support to the Partner for matters which the Partner is unable to resolve on its own. The primary means of support communications between Algenta and the Partner will be Algenta's email-based support ticketing system.

## **6. End-user Terms of Service**

The Partner agrees to abide by the end-user Terms of Service agreement provided as Amendment A of this document. All End-users who are customers of the Partner must also agree to the end-user Terms of Service prior to the Partner activating the End-user's account.

## **7. Disclaimer of Warranty**

Algenta will attempt to provide all services in accordance with industry standards. The Partner acknowledges that Algenta has made no warranty with respect to quality or availability of the service. The Partner acknowledges that the service may be interrupted or limited from time to time.

THIS SERVICE IS PROVIDED BY ALGENTA "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL ALGENTA BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

## **8. Indemnification**

The Partner shall indemnify and hold Algenta and its employees, agents, shareholders, officers, directors and successors and assigns harmless from and against any and all claims, damages, liabilities, costs and expenses (including attorneys' fees and costs and settlement costs) arising out of any breach by the Partner of any of the representations, warranties or agreements set forth in the this agreement or other material related to the Services.

## **9. Termination**

The Partner may terminate this agreement by providing 90 days advance notice to Algenta.

Algenta may terminate this agreement immediately if the Partner breaches any term of this agreement. Algenta may terminate this agreement for any reason by providing a 90 day advance notice to the Partner.

Upon account termination, any positive account balance (with the exception of the Initial Deposit) will be returned to the Partner within 30 days of the account's date of termination.

## **10. Promotion**

The Partner agrees that Algenta may use the Partner's name and trademarks for promotional purposes, provided that such use accurately represents the relationship between Algenta and the Partner.

## **12. Miscellaneous**

### *Changes*

Changes to this agreement may be proposed by Algenta or the Partner. Changes must be approved by both parties.

### *Severability*

The Partner agrees that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.

### *Non-Agency*

This agreement does not create any legal agency, partnership, or other form of joint enterprise between the parties.

### *Governing Law*

This agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Wisconsin.

This is a draft service agreement and is subject to change.

### 13. Acceptance

The below-signed parties acknowledge agreement to this document's terms and conditions. This agreement shall become effective upon the signatures of both parties and the receipt of the Initial Deposit from the Partner.

*Algenta Technologies LLC*

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Partner*

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Schedule A: Services and Fees

Algenta's Integrated Partner program offers three tiers of pricing for its Partners. These tiers are based on monthly sales volume and the initial deposit (section 4.1 of the Integrated Partner Service Agreement).

### Tier 3 Qualifications

Initial deposit of \$1000

### Tier 2 Qualifications

Initial deposit of \$2500 **or** 400 new End-user accounts per month

### Tier 1 Qualifications

Initial deposit of \$5000 **or** 1000 new End-user accounts per month

The Partner's tier will be determined on a monthly basis, using the Partner's previous one month's sales to determine the tier. If the Partner enters a tier based on its initial deposit, the Partner will never be demoted below that tier.

### Pricing

Prices are listed as annual fees in United States dollars.

Account feature	Tier 3	Tier 2	Tier 1
Base account*	7	5.50	4
20 hostnames max	+3.50	+3	+2
50 hostnames max	+7	+5.50	+4
100 hostnames max	+10	+8	+5
Advanced statistics	+3.50	+3	+2
1 minute TTL	+3.50	+3	+2
0 second TTL	+10	+8	+5

\* Base account features include:

- Managed DNS and dynamic DNS services
- A, AAAA, MX, and CNAME record types
- Up to 5 hostnames
- Minimum 5 minute time-to-live (TTL)
- Basic statistics

## **Amendment A: End-user Terms of Service**

### **1. Services**

The following are the conditions for using all DNS-related and other services ("Services") provided by Algenta Technologies LLC ("Algenta") and available through ThatIP.com. Please read and understand these conditions before creating an account. By creating an account with ThatIP.com you agree to be bound by all these conditions without modification.

### **2. Users**

A "User" is defined as any individual accessing any services available through ThatIP.com.

### **3. Fees and Terms**

The term of an account shall begin when a user creates an account. Upon the creation of an account, any initial fees associated with the desired service become due. If a user adds service features to the account, any additional fees associated with the new services become due when the services are added. Service renewal fees will become due at the end of the service's term, which is specified at the time of purchase. If any amount is not paid when due the user will be notified and service may be suspended until payment is received.

### **4. Disclaimer of Warranty**

Algenta will attempt to provide all services in accordance with industry standards. In the event of a service failure which renders the services unusable, except when the failure is caused by the user or by acts or conditions beyond Algenta's reasonable control, Algenta will lengthen the term of an account based on the extent of the failure. To receive this credit the user must contact Algenta upon discovery of the problems and request an adjustment within 5 days of the failure. In no event shall Algenta's liability exceed the most recent payment received by Algenta from the user. The user acknowledges that Algenta has made no warranty with respect to quality or availability of the service or that the service may not be interrupted or limited from time to time. THIS SERVICE IS PROVIDED BY THE SERVICE PROVIDER "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE SERVICE PROVIDER BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

## **5. Indemnification**

The user shall indemnify and hold Algenta and its employees, agents, shareholders, officers, directors and successors and assigns harmless from and against any and all claims, damages, liabilities, costs and expenses (including attorneys' fees and costs and settlement costs) arising out of any breach by users of any of the representations, warranties or agreements set forth in the this agreement or other material related to the Services.

## **6. Termination**

Algenta may terminate the term and a User's right to use the Service at any time without cause by sending a notice to the User. A User's Service may be terminated immediately and without notice if any term in this agreement is breached. The User may terminate the Service by giving notice to Algenta and discontinuing use of the Service. No refund will be given if the Service is terminated, and under no circumstances will any termination of the Services result in a refund exceeding the unused portion of any fees paid to Algenta.

## **7. Changes**

Algenta may modify these conditions of service or service prices and terms and may discontinue or change any aspect of the service without notice.

## **8. Acceptable Use**

### *1. No Spam*

If our services are used by the User to generate any unsolicited communication where the receiver pays any portion of the cost of transmitting the communication, or if a hostname is advertised by such spam, service to the User will terminated.

### *2. Legal Use*

If the Services are used for illegal purposes by the User, service to the User will be terminated.

### *3. No Resale*

The User may use the Service only for personal use. The User agrees not to resell or make any commercial use of the Service without prior consent.



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## **9. Miscellaneous**

1. The user agrees that Algenta may use the User's name and trademarks for promotional purposes, provided that such use accurately represents the relationship between Algenta and the User.
2. By creating an account on ThatIP.com, the User agrees these conditions. These conditions represent the entire agreement between Algenta and the User, and supersede and previous written or oral agreements.
3. This agreement shall be governed by the laws of the State of Wisconsin.