

Reseller Program Description

Program Summary:

Network Solutions, LLC ("Company") Reseller Program allows participating web designers, web developers, consultants, and others the opportunity to purchase Company products and services at discounted rates and to resell those products and services to end-user clients (each, a Reseller Customer) on a profit-making basis. The Reseller is wholly responsible for providing support to its Reseller Customers and Company will not deal with the Reseller Customer. Company will assign an Account Manager to the Reseller, who will address all of the Reseller's sales related needs and will act as the first point of contact. Company's Customer Service department will provide the Reseller with any non-sales related support.

Eligibility Requirements: To qualify as a Reseller, an applicant must:

- Be an active business, headquartered in the United States, with a business plan that involves the reselling of hosting services;
- Agree to this Program Description and the Terms and Conditions; and
- Submit a Program Application that is reviewed and approved by Company.
- Pay the \$100 Company Reseller Program Enrollment Fee.

Reseller Levels, Benefits and Discounts. Company will provide a Reseller with a discount based upon product type and Reseller level. The Reseller may resell the applicable products and services to the Reseller Customer at any price determined by the Reseller. Company Shared Reseller levels, discounts and other benefits can be obtained by calling the Network Solutions Sales Department.

Reseller Obligations: Every Reseller participating in the Program must comply with the following:

- 1. Technical Support** The Reseller must provide its Reseller Customers with any needed support. The Reseller may not direct its Reseller Customers to contact Company directly. The Reseller may not provide its Reseller Customers with applicable Company account details to permit them to contact Company directly. Company may bill the Reseller at Company's current standard rates for support provided to a Reseller's Reseller Customers if the Reseller has violated this provision.
- 2. Sales and Other Support** The Reseller must provide its Reseller Customers with any needed billing, sales and general information support they may need. The Reseller may not direct its Reseller Customers to contact Company for any purpose.
- 3. Product Labeling** The Reseller must provide the products and services with its own name (except for third party products that are passed through). The Reseller may not "co-brand" the products or services or communicate in any way to its Reseller Customers or any other person that the products or services are being provided by Company.
- 4. Business Conduct** The Reseller must conduct its business with high levels of integrity and fair dealing. The Reseller should maintain a reputation for fair dealing and customer service at the highest levels.
- 5. Terms of Service** The Reseller must abide by the provisions of Company's [Terms of Service](#), as they may be modified from time to time. The Reseller should impose conditions of service on its Reseller Customers that are at least as stringent as those imposed by Company. Without limiting the foregoing, the Reseller must cause its Reseller Customer to comply with Company's Acceptable Use Policy, as the same may be modified from time to time. If any Reseller customer violates the Company [Acceptable Use Policy](#), Company may terminate or suspend the Hosting Services for such Reseller Customer. Reseller will be wholly responsible for any communications that may be necessary or appropriate with respect to such Reseller Customer.

6. **W-9** Within thirty (30) days following enrollment in the Reseller Program, Reseller must complete and submit to Company a completed IRS Form W-9. Company will not make any payments to Reseller until Company has received a completed Form W-9 from the Reseller. The Form W-9 is located at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf> and, once completed, should be faxed to Company at 404-260-8663. If any information submitted by the Reseller on the W-9 is incomplete, incorrect or inaccurate, payments (if any) due Reseller may be delayed or withheld at Company's sole discretion. It is the Reseller's responsibility to assure that Company has a complete and accurate Form W-9 on file.
7. **Participation in Affiliate and Referral Programs.** Reseller may participate in the Company Affiliate and Referral Programs; however, Reseller shall not submit any referrals, prospects, or orders for services pursuant to such Programs if such services are for Reseller's own use or resale. Company reserves the right to review and withhold payment and/or credits for orders or sales submitted by such Reseller for such Reseller's own use or resale.

Company Obligations: Company will provide the following for the Reseller:

1. **Account Manager** Company will appoint an individual Account Manager to act as the Reseller's single point of contact for sales support and sales-related inquiries.
2. **Newsletter** Company will provide Reseller with Company's Reseller newsletter.
3. **Online Support** Company will provide state-of-the-art online support site that includes: Billing Center, DNS Manager, Policies & Procedures, Support Ticket Tracking, Online demos, and tutorials.
4. **Other Features** Company will provide cooperative marketing opportunities, online training, product information downloads, and unbranded Web-based administrative tools to allow customers to manage their sites.

Other Terms and Provisions:

1. **Changes** Company may modify the content, terms and conditions of the Reseller Program from time to time. The Reseller should re-visit the Program Description on Company's web site from time to time to stay abreast of such changes. Any change to the Program Description will be effective immediately when posted to Company's web site. When feasible, Company will endeavor to provide Reseller with advance notice of changes to the Program.
2. **Updated Information** The Reseller must keep Company informed of changes in the Reseller's contact information and other information contained in the Program Application by either (a) providing e-mail notification of such changes to the Account Manager, or (b) using such other online notification tools as Company may provide for such purpose.
3. **Reseller Level** Reseller levels are based upon the number of open shared hosting accounts. If the Reseller changes the number of open shared hosting accounts, this may change the Reseller level for which the Reseller qualifies. If, as a result of a change in the number of open hosting accounts, the Reseller then qualifies at a different Reseller level or fails to qualify for the First Reseller level, the Reseller will only be eligible for the discount at the new applicable Reseller level or not at all if the Reseller fails to qualify at the First Reseller level. In this event, the Reseller will be invoiced as follows:

(a) With respect to any change in Reseller level that results in an increased discount, the new discount will be applied prospectively to new orders for products and services and invoices for existing open accounts billed after the date such change becomes effective. No new discount will be applied to amounts previously invoiced on existing accounts.

(b) With respect to any change in Reseller level that results in a decreased discount, the new discount will be applied prospectively to new orders for products and services and invoices for existing open accounts billed after the date such change becomes effective; provided,

however, that for prepaid accounts with a term of twelve or more months, Reseller will be invoiced for the difference between the Reseller discount in effect when the account was last invoiced and the new applicable Reseller discount rate.

- 4. Billing** All accounts not prepaid annually or for a longer term will be billed quarterly in advance; provided, however, that a Reseller who is in good standing may elect to be billed monthly in arrears, subject to Company's acceptance of the Reseller's application for monthly billing.