

RESELLER AGREEMENT

THIS RESELLER AGREEMENT (this "Agreement") is made by and between NTT America, Inc. ("NTTA"), a Delaware corporation having its principal place of business at 101 Park Avenue, 41st Floor, New York, NY 10178, and the reseller identified on the signature page of this Agreement ("Reseller"). This Agreement shall be effective on the date executed by NTTA (the "Effective Date"). Each of NTTA and Reseller is referred to herein as a "Party" and, collectively, the "Parties."

1. Appointment of Reseller; Structure of the Agreement.

1.1 Grant of Reseller Benefits. Upon the terms and subject to the conditions of this Agreement, NTTA hereby grants to Reseller, and Reseller hereby accepts, the non-exclusive right to: (a) obtain the Pricing for the Resell Services (as each is defined below), (b) designate Subresellers (as defined below) and sell Resell Services to such Subresellers and (c) sell Resell Services directly to Customers (as defined below). The rights in clauses (a) and (b) above are hereinafter referred to as the "Reseller Benefits." The term (i) "Subreseller" means a reseller designated by the Reseller to resell Resell Services to Customers subject to the limitations on Reseller's contracting rights as set forth in Section 6.1 and (ii) "Customer" means any end user customer subscribing to one or more of the Resell Services through Reseller or a Subreseller, as applicable.

1.2 Delivery of Resell Services. Upon the terms and subject to the conditions of this Agreement, NTTA shall provide to Reseller for resale to Customers the services (the "Services") set forth in the reseller description attached hereto as Exhibit A (the "Reseller Description") and such other services that may be offered from time to time by NTTA at the URL, <http://powerportal.verio.com> (the "NTTA Website"), as such services may be modified from time to time by NTTA (collectively, the "Resell Services"). Any Resell Services that Reseller elects to obtain and NTTA agrees to provide shall be considered Resell Services under this Agreement and shall be provided pursuant to the terms and conditions of this Agreement, together with any additional terms and conditions that may be set forth at the NTTA Website to which Reseller must agree to be bound as a prerequisite for obtaining any particular Resell Services (such additional terms and conditions being collectively referred to herein as the "Additional Ts & Cs"). The NTTA Website and the information posted thereto are incorporated herein by reference.

1.3 Reseller Commitments; Remedy for Failure and Change of Control.

(a) Reseller hereby agrees that it will satisfy the minimum commitment set forth in Exhibit A (the "Minimum Commitment").

(b) If Reseller (i) fails to achieve the Minimum Commitment within the specified time period set forth in Exhibit A or (ii) experiences a Change of Control (as defined below) (each of (i) and (ii), a "Triggering Event"), NTTA may, in its sole and absolute discretion and upon ten (10) days advance written notice to Reseller delivered at any time within thirty (30) days following the Triggering Event, terminate the Reseller Benefits of Reseller, which termination shall have the immediate effect of, among other things, terminating Reseller's right to place orders for the applicable Resell Services, discontinuing the Pricing, and/or permitting NTTA to increase the prices it charges for the Resell Services thereafter ordered by Reseller (other than for Resell Services ordered for Reseller's and its Subreseller's existing Customers as of such date) to the prices it customarily charges resellers reselling such Resell Services. The term (i) "Change of Control" means the occurrence of any of the following events after the Effective Date: (1) any person or entity (or group of persons or entities) is or becomes the owner(s), directly or indirectly, of more than 30% of the total voting capital stock (or other comparable voting security) of Reseller, either by purchase, consolidation, merger or otherwise, or (2) Reseller sells, assigns, conveys, transfers, leases or otherwise disposes of all or substantially all of its assets to another person or entity (or group of persons or entities) and (ii) "Affiliate" means, as to any person or entity, any other person or entity that controls (i.e., possesses the power to direct or cause the direction of management and policies of an entity, whether through ownership of voting securities, by contract, or otherwise), is controlled by or is under common control with such person or entity.

(c) Reseller hereby acknowledges and agrees that, upon termination of Reseller Benefits, NTTA may, at any time thereafter and at its sole and absolute election, contact (in any manner whatsoever) the then-current Subresellers of Reseller to inform each of them, among other things, that the Reseller Benefits of Reseller have been terminated and, if applicable, that another Reseller is operating at a particular address. In light of the foregoing contact rights of NTTA and the purpose of such rights, Reseller hereby agrees, for the benefit of NTTA and each Subreseller, that (i) it will not enter into any agreement or other arrangement with a Subreseller that would in any way prohibit, restrict or otherwise interfere with NTTA's full exercise of its contact rights set forth herein and that any such agreement or arrangement shall be null and void as to NTTA and each affected Subreseller and (ii) that each Subreseller is an intended third-party beneficiary of this clause (c) and is thereby entitled to enforce this clause against Reseller to the full extent permitted by law.

(d) Termination of Reseller Benefits will not, by itself, terminate this Agreement, except as provided in Section 12. Reseller may elect to continue as a reseller of the Resell Services following the loss of its Reseller Benefits by entering into an amendment to this Agreement with NTTA, on terms and conditions satisfactory to NTTA, that, among other things, amends the pricing for the Resell Services in accordance with Section 1.3(b).

1.4 No Exclusivity. Reseller acknowledges and agrees that during the Term (as defined below), NTTA will conduct sales and marketing activities throughout the world (including through or in cooperation with other resellers) with respect to services that are the same as or similar to the Resell Services, and that no agreement has been reached between the Parties to make any division of area in which they will both be conducting sales, whether by customer, industry, product or service line or geographical location. Reseller further acknowledges and agrees that NTTA has granted Reseller the right to resell the Resell Services only on a non-exclusive basis and furthermore that NTTA retains (on behalf of itself and its Affiliates) the right, at any time, to, among other things, market, sell and provision any or all of the Resell Services, directly or indirectly, to third parties anywhere in the world on terms and conditions agreeable to NTTA in its sole and absolute discretion.

2. Pricing.

2.1 Pricing for Resell Services. The price that Reseller shall pay for the Resell Services shall be based upon the prices set forth on the pricing website (set forth at the URL, <https://extranet.verio.net> (the "Pricing Website")) (the "Pricing"). Reseller will receive the applicable Pricing so long as Reseller remains in full compliance with its obligations under this Agreement. NTTA may modify the Pricing at any time at its sole discretion by (i) posting revised prices on the Pricing Website at least thirty (30) days prior to the date on which such price changes are to take effect or (ii) giving

thirty (30) days notice to Reseller. Reseller may, at its sole discretion, set the prices paid to it by its Resellers and its direct Customers for the Resell Services. The Pricing Website and the information posted thereto are incorporated herein by reference.

2.2 Taxes. Reseller shall pay all taxes, surcharges, imposts, fees and any other charges of any nature imposed by any governmental authority with respect to the sale of the Resell Services by NTTA to Reseller hereunder and any subsequent resale of such Resell Services by Reseller to Subresellers or direct or indirect Customers (other than taxes on NTTA's or its Affiliates' income), irrespective of which Party may be responsible for reporting or collecting such taxes.

3. Branding of Services.

Unless otherwise approved in writing by NTTA, Reseller shall market and sell the Resell Services to Customers and Subresellers under such service marks, trademarks or trade names as Reseller determines to be appropriate in its discretion; provided, however, that in all cases neither the trademarks and logos of NTTA and its Affiliates nor those of NTTA's third-party providers of goods and services associated with the Resell Services ("Third Party Providers") may be used by Reseller. Notwithstanding the foregoing, Reseller may use the phrase "an authorized NTTA reseller" in connection with the reselling of Resell Services.

4. Order and Service Acceptance.

Reseller shall order the Resell Services in accordance with the procedures set forth at the NTTA Website (the "Ordering Procedures"), which orders shall be effective immediately upon acceptance by NTTA as provided in the applicable Ordering Procedures. NTTA may change or reject an order only in accordance with the Ordering Procedures, and shall accept any and all orders that NTTA is not entitled to reject under the Ordering Procedures. An accepted order may be amended or cancelled by Reseller only in accordance with the provisions set forth in the Ordering Procedures and, where applicable, for the charges set forth in the Ordering Procedures.

5. Payment Terms.

Payment shall be made in U.S. dollars to NTTA by wire transfer of immediately available funds into an account designated by NTTA, or as may otherwise be agreed in writing by the Parties. All payments are due within thirty (30) days following submission to Reseller of the applicable invoice. If bank charges, transfer fees or the like cause NTTA to receive less than its invoice amount, NTTA will re-invoice Reseller for the shortfall, which shall be paid promptly by the Reseller. If payment in full of any invoice (aside from such shortfalls) is not received by NTTA within thirty (30) days after Reseller's receipt of the applicable invoice, NTTA may impose upon Reseller a debt service charge amounting to 1.5% of the overdue balance, or fraction thereof, for each month the overdue amount remains unpaid, plus any costs of collection, including, without limitation, reasonable attorneys' fees. If any amount remains unpaid for sixty (60) days after Reseller's receipt of the applicable invoice, NTTA may, without any liability whatsoever, discontinue, withhold, or suspend services to Reseller and/or its Subresellers and/or its Customers.

6. Duties of Reseller.

Reseller shall have the following duties in addition to the other obligations of Reseller expressly set forth in this Agreement:

6.1 Subreseller and Customer Agreements. Reseller acknowledges and agrees that Subresellers and Customers shall purchase the Resell Services under contracts with Reseller or Subreseller, as applicable, and that NTTA shall not have any contractual interest in such relationships. Reseller shall be free to determine the terms and conditions of the sale of the Resell Services to Subreseller and Customers; provided, however, that Reseller hereby agrees that it will require (a) any Subreseller of the Resell Services to execute an agreement with Reseller that is not materially less protective of NTTA's rights than the terms and conditions of this Agreement and that, in particular but without limitation, imposes upon such Subreseller like obligations concerning (i) the confidentiality, permitted use and protection of NTTA's intellectual property rights, (ii) Subreseller's compliance and the compliance of its Customers with all applicable AUPs (as defined below), and (iii) the form and substance of its customer contracts as provided in the following clause (b); and (b) any Customer to execute a contract in a form not materially less protective of NTTA than NTTA's standard customer agreements for the Resell Services, as amended from time to time. Without limiting the foregoing, Reseller's and its Reseller's customer agreements must require, among other things, that (i) Customers comply with Reseller's or Subreseller's, as applicable, Acceptable Use Policy ("AUP"), provided that such AUP must be no less restrictive and protective than NTTA's AUP (as defined below), and must permit Reseller and NTTA to terminate provision of Resell Services to those Customers who fail to comply with the applicable AUP(s). As used herein, the term "NTTA AUP" shall mean the NTTA acceptable use statement, as amended from time to time by NTTA effective upon posting of the revised policy on the AUP website (set forth at the URL, http://www.nttamerica.com/legal/internet/acceptable_policy.html, the "AUP Website"). The AUP Website and the information posted thereto are incorporated herein by reference.

6.2 Technical Support. Reseller shall be responsible for providing first level technical support to its Subresellers and Customers, which support should be provided in the applicable local language(s). Second and higher-level technical support shall be provided by NTTA to Reseller only. All such support requests must originate and be handled by Reseller and Reseller shall submit all such support requests in accordance with the procedures set forth in the Additional Ts & Cs.

6.3 Trained Staff. Reseller shall ensure that its sales force and customer care representatives for the Resell Services are trained, competent and professional. Reseller shall consult with NTTA on specific issues that NTTA may identify to Reseller from time to time in connection with the performance of Reseller's sales force and customer care representatives that may have an adverse impact on NTTA, NTTA's brand and/or the brand of Third Party Providers, or on the effectiveness of the sales effort or customer care for the Resell Services.

6.4 Facilities. Reseller shall require (and shall ensure that its Subresellers require) that Customers provide equipment, software, and facilities necessary to enable Reseller (or Subreseller, as the case may be) to provide the relevant Resell Services to such Customer, other than the equipment, software, and facilities, if any, to be provided by NTTA as part of the Resell Services as set forth in the Additional Ts and Cs. Reseller acknowledges that NTTA shall not be liable for any failure to deliver Resell Services as a consequence of a Customer's failure to provide the equipment, software, and/or facilities referenced in the preceding sentence.

6.5 Audit Rights. NTTA shall have the right to audit the books and records of Reseller relating to Reseller's compliance with its obligations under this Agreement, either by means of a site visit by NTTA or its representative or by means of requests for supporting documents, at reasonable intervals and upon at least twenty-four (24) hours prior notice. Reseller will cooperate fully with NTTA's exercise of the audit rights set forth in this section.

7. Disclaimer of Warranties: Limitations of Liability.

7.1 Disclaimer of Warranties. THE RESELL SERVICES ARE PROVIDED ON AN "AS IS" BASIS. NOTWITHSTANDING ANY OTHER ORAL OR WRITTEN COMMUNICATIONS BETWEEN THE PARTIES ABOUT OR IN CONNECTION WITH THE RESELL SERVICES, NTTA MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITH RESPECT TO THE PROVISION OF THE RESELL SERVICES, TO RESELLER, SUBRESELLERS OR CUSTOMERS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INTERRUPTION OR AVAILABILITY OF THE RESELL SERVICES, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NTTA IS NOT LIABLE TO RESELLER WHATSOEVER AS A RESULT OF OR IN CONNECTION WITH THE DISCONTINUANCE, UNAVAILABILITY OR FAILURE OF THE RESELL SERVICES, FOR THE CONTENT OR LOSS OF ANY DATA TRANSFERRED EITHER TO OR FROM RESELLER, SUBRESELLERS OR CUSTOMERS OR STORED BY RESELLER, SUBRESELLERS, CUSTOMERS OR OTHER THIRD PARTIES, WHICH MAY BE AFFECTED BY THE RESELL SERVICES PROVIDED BY OR THROUGH NTTA.

7.2 Limitation of Liability.

(a) EXCEPT WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 8 BELOW AND ANY BREACH OF THE CONFIDENTIALITY OBLIGATIONS UNDER SECTION 10 BELOW, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ANY PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY, ITS AFFILIATES, OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER ARISING FROM OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR PERSONAL PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF OR IN ANY WAY RELATED TO THE PARTIES' PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF THE OTHER PARTY (OR ITS AFFILIATES) HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

(b) EXCEPT WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 8 BELOW AND ANY BREACH OF THE CONFIDENTIALITY OBLIGATIONS UNDER SECTION 10 BELOW, AND NOTWITHSTANDING ANY DAMAGES THAT A PARTY MAY INCUR FOR ANY REASON WHATSOEVER, EACH PARTY'S ENTIRE LIABILITY FOR ANY MATTER ARISING FROM OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS PAID BY RESELLER TO NTTA UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH DAMAGES, EXCEPT THAT IN THE CASE OF DAMAGES ARISING FROM AN EVENT THAT ADVERSELY AFFECTS ONLY A PARTICULAR SUBRESELLER OR A PARTICULAR CUSTOMER OR CUSTOMERS, NTTA'S LIABILITY SHALL BE LIMITED ONLY TO THE AMOUNTS PAID BY RESELLER TO NTTA FOR SUCH AFFECTED SUBRESELLER AND/OR CUSTOMER WITHIN THE AFOREMENTIONED TWELVE (12) MONTHS.

8. Indemnification.

Reseller shall indemnify, defend and hold harmless NTTA and its Affiliates and NTTA's and its Affiliates' directors, officers, employees and agents from and against any and all claims, demands, actions, losses, damages, assessments, charges, liabilities, costs and expenses (including, without limitation, interest, penalties and reasonable attorneys' fees and disbursements) asserted against, resulting to, imposed upon or incurred by any of the foregoing indemnified parties as a result of or arising out of or relating to or in connection with (i) any personal injury, death or physical damage to property caused by the negligence or willful misconduct (whether acts or omissions) of Reseller or its employees, agents, subcontractors, or business invitees and (ii) use or the sale of the Resell Services by the Reseller or its Subresellers or use of the Resell Services by their respective Customers, including any violation of the applicable AUPs by Reseller, its Subresellers or their respective Customers.

9. Intellectual Property.

Each Party acknowledges that the other Party, its Affiliates and third party providers own and retain all trademarks, service marks, trade names, logos, designations, copyrights and other proprietary rights in or associated with the other Party, its Affiliates, and the third party providers, as applicable, and agrees that it will not at any time during or after the Term assert or claim any interest in or do anything that may adversely affect the validity of any trademark, service mark, trade name, logo, designation or copyright belonging to or licensed to the other Party, its Affiliates, or third party providers (including, without limitation, any act or assistance to act which may infringe or lead to the infringement of any of the proprietary rights of the other Party, its Affiliates, or third party providers).

10. Confidentiality.

10.1 Confidential Information. All documents, other materials and other information made available to a Party or its employees by the disclosing Party in connection with this Agreement that are labeled as confidential or proprietary or that would be reasonably understood by the Parties to have been disclosed on a confidential basis, including but not limited to, this Agreement and any trade secret, information, process, technique, algorithm, computer program (source and object code), design, drawing, formula or test data relating to the Resell Services, any research project, work in process, future development, engineering, manufacturing, marketing, servicing, financing or personnel matter relating to the disclosing Party, its present or future products, sales, suppliers, clients, customers, employees, investors or business, whether in oral, written, graphic, or electronic form (collectively, the "Confidential Information"), shall be deemed to have been furnished to the other Party in confidence and, subject to Section 10.5, shall, unless expressly otherwise provided in this Agreement, remain the exclusive property of the disclosing Party both during and after the Term. Reseller acknowledges that Confidential Information of NTTA includes the NTTA intellectual property rights.

10.2 Obligations as to Confidential Information. Each Party shall maintain in trust and confidence all Confidential Information which it may (a) develop or accumulate for the disclosing Party during the Term or (b) acquire from the disclosing Party at any time, and will not during the Term or

thereafter, use the disclosing Party's Confidential Information for its own benefit (other than as required to fulfill its obligations under this Agreement) or disclose or permit any of its employees or agents to disclose, through any medium, the Confidential Information to any other Person; provided, however, that the recipient Party may disclose the disclosing Party's Confidential Information to such employees, agents and Affiliates of the recipient Party who need to know such Confidential Information for the purpose of complying with such Party's obligations under this Agreement and who have been informed of and have agreed to protect the confidential nature of such Confidential Information; provided further, however, that each Party shall be responsible for any breach of this Section 10 by its respective employees, agents and Affiliates to whom Confidential Information has been disclosed. For purposes of this Section 10, the term "Party" shall include such Party's Affiliates.

10.3 Permitted Disclosure. Nothing in this Agreement shall prohibit or limit either Party's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) which (a) is now, or hereafter becomes, publicly known or available through lawful means; (b) is rightfully in recipient's possession as of the date hereof, as evidenced by recipient's records; (c) is independently developed by recipient prior to the date hereof without any breach of this Agreement; (d) is the subject of a written permission to disclose provided by the disclosing Party; or (e) is required by law or the order of any court, arbitrator or administrative tribunal to be disclosed. In the event either Party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of the other Party, it shall provide prompt notice to the other Party of such receipt and permit the other Party an opportunity to obtain a protective order with respect to such Confidential Information. The Party receiving the subpoena shall thereafter be entitled to comply with such subpoena or other process to the extent required by law.

10.4 Return of Confidential Information. Upon the termination or expiration of this Agreement or upon request from the disclosing Party, the non-disclosing Party shall return all Confidential Information to the disclosing Party or destroy all Confidential Information and certify in writing that it has returned or destroyed all such information to the disclosing Party and has not kept any copies of the Confidential Information. The obligation of each Party with respect to the Confidential Information shall survive the termination or expiration of this Agreement.

10.5 Customer Information. The Parties acknowledge and agree that Reseller and/or its Subresellers own and retain all rights in relation to any and all information relating to Subresellers and Customers (collectively the "Customer Information"), except as provided in Section 1.3 in which case the Reseller hereby acknowledges and agrees that use of the Customer Information by NTTA as permitted in Section 1.3 shall not be deemed a breach of this section.

11. Dispute Resolution.

Other than in connection with seeking equitable relief to enforce rights involving Confidential Information or intellectual property rights, the parties agree that any and all disputes arising out of or relating to this Agreement that are not resolved by their mutual agreement may be submitted to binding arbitration, in accordance with the then Commercial Arbitration Rules of the American Arbitration Association. Any such arbitration shall be conducted, in English, in New York, N.Y. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having in personam and subject matter jurisdiction.

12. Term; Termination.

12.1 Term. This Agreement shall be effective on the Effective Date and shall continue for a period of one (1) year from the Effective Date (the "Initial Term") and shall automatically renew thereafter for successive one (1) year terms (the Initial Term and any such extension thereof collectively referred to herein as the "Term"), unless terminated earlier in accordance with the terms hereof.

12.2 Termination by NTTA. NTTA may terminate this Agreement:

- (i) upon ten (10) days' prior written notice for any material breach by Reseller of any provision of this Agreement, unless such breach has been cured by Reseller within such notice period;
- (ii) at any time upon thirty (30) days' prior written notice to Reseller;
- (iii) immediately upon a Change of Control;
- (iv) immediately in the event that a Force Majeure (as defined below) continues for more than sixty (60) days;
- (v) immediately upon giving written notice to Reseller if
 - (A) any bank draft or check delivered by Reseller to NTTA in payment of an invoice is returned unpaid and Reseller fails to remedy such nonpayment within five (5) business days after notice to Reseller of the dishonor of the draft or check;
 - (B) Reseller remains more than sixty (60) days in arrears in payment of its account with NTTA after notice of such arrearage;
 - (C) there are instituted bankruptcy or insolvency proceedings against Reseller, which are not vacated within ninety (90) days after the date of filing;
 - (D) Reseller institutes voluntary bankruptcy or insolvency proceedings, or otherwise admits insolvency; or
 - (E) Reseller makes an assignment of all or part of its assets for the benefit of creditors.

12.4 Termination by Reseller. Reseller may terminate this Agreement:

- (i) at the end of the Initial Term or any renewal Term upon thirty (30) days prior written notice to NTTA;

- (ii) immediately in the event that a Force Majeure continues for more than sixty (60) days; or
- (ii) immediately upon giving written notice to NTTA if
 - (A) there are instituted bankruptcy or insolvency proceedings against NTTA which are not vacated within ninety (90) days after the date of filing;
 - (B) NTTA institutes voluntary bankruptcy or insolvency proceedings or otherwise admits insolvency; or
 - (C) NTTA makes an assignment of all or part of its assets for the benefit of creditors.

13. Miscellaneous.

13.1 Relationship of the Parties. Each Party is an independent contractor and the Parties are NOT, by virtue of this Agreement or otherwise, employer-employee, franchiser-franchisee, principal-agent, partners or joint venturers, or fiduciaries of any kind. Neither Party shall have the authority to make any representations, claims or warranties of any kind on behalf of the other Party or on behalf of the other Party's licensors or suppliers.

13.2 Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered in person, when received by mail, postage prepaid, registered or certified mail, return receipt requested, or when received by an internationally recognized courier service, and proof of delivery received by the noticing Party.

13.3 Applicable Law; Jurisdictional Matters. This Agreement shall be construed and interpreted in accordance with the laws of the State of New York, without regard to conflicts of law principles.

13.4 Partial Invalidity. In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be restated to reflect as nearly as possible the original intent of the Parties and the remainder of the provisions shall remain in full force and effect. If an invalidity is so fundamental as to prevent the accomplishment of the purpose of this Agreement, the Parties agree to renegotiate in good faith to remedy such invalidity.

13.5 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties, and NTTA's respective successors and permitted assigns. Neither Party may assign this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed; except that NTTA may assign this Agreement to one or more of its Affiliates without the prior written consent of Reseller but will give written notice of the assignment to Reseller. Any attempt to assign this Agreement without the other Party's required consent shall be null and void. Notwithstanding the foregoing, Reseller acknowledges and agrees that NTTA may delegate performance of any of its duties, obligations and responsibilities hereunder to any of its Affiliates or to any Third Party Providers selected by NTTA; provided, however, that NTTA shall not be relieved of any of its duties, obligations or responsibilities hereunder by use of such Affiliates or Third Party Providers.

13.6 Waiver. The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. Any waiver of any right or remedy hereunder shall be effective only in the instance given and shall not operate as or imply a waiver of any similar right or default on any subsequent occasion.

13.7 Compliance with Laws. Each Party shall obtain and maintain all permits, licenses, or certificates required by any regulatory body for provision or use, as applicable, of the Resell Services. Each Party will comply with all applicable international, national, state, regional and local laws, rules and regulations in performing its obligations hereunder, including, without limitation, any export control laws. Without limiting the foregoing, Reseller shall comply with all applicable data protection, intellectual property, consumer protection and other laws in connection with its use and resale of the Resell Services. In connection therewith, Reseller is responsible for the security of any customer credit card numbers and related customer information to which Reseller or any of its Subresellers or its or their Customers may have access as a result of conducting electronic commerce transactions over NTTA's network.

13.8 Publicity. No publicity, including, but not limited to, press releases, concerning this Agreement, the Resell Services provided hereunder, and/or the relationship between the Parties shall be issued by either Party without the prior written consent of the other Party.

13.9 Third-Party Beneficiary. Except as otherwise expressly provided herein with respect to certain Subresellers, it is the explicit intention of the Parties that no person or entity other than the Parties (and any Affiliates of NTTA) and their respective successors and assigns is or shall be entitled to bring any action to enforce any provision of this Agreement against either of the Parties.

13.10 Reseller Representations. Reseller hereby represents and warrants that (i) it has full right, power and authority to enter into this Agreement, (ii) if it is an individual, it is at least eighteen (18) years of age, and (iii) neither it nor any of its Subresellers or Customers are located in a country subject to United States embargoes or listed on the United States Department of the Treasury's Specially Designated Nationals List ("SDN") or listed on the United States Department of Commerce's Denied Persons List ("DP").

13.11 Force Majeure. Neither Party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, strikes, unavailability of material, Telco capacity, or supplies, any failure of a third party provider to supply goods or services associated with or comprising a Resell Service, shortages of or failure to deliver hardware and/or software not attributable to an act or failure to act of the Party seeking the protection of the force majeure, or any other cause beyond the reasonable control of such Party ("Force Majeure"), provided that such Party gives the other Party written notice thereof promptly and, in any event, within five (5) business days of discovery thereof. In the event of a Force Majeure, all impacted performance dates shall be extended for a period of time equal to the period of such delay; provided, however, that this Agreement may be terminated by either Party in the event that the Force Majeure continues for more than sixty (60) days.

13.12 Entire Agreement; Modifications. Neither the course of conduct between the Parties nor trade practice shall act to modify any provision hereunder. The terms and conditions of this Agreement, including all Exhibits, shall prevail notwithstanding any conflicting terms and conditions of any order form or other form for order solicitation submitted by Reseller to NTTA. This Agreement, including the Exhibits and Additional Ts & Cs, sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof and merges all prior discussion, writings and other agreements between them related to such subject matter. This Agreement may not be amended or modified except by the written consent of both Parties.

13.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

13.14 Survival. The obligations contained in Sections 7, 8, 9, 10, 11, and 13 shall continue in force notwithstanding the termination of this Agreement.

13.15 Headings. The headings in this Agreement are inserted solely for ease of reference, are not intended as complete or accurate descriptions of the content thereof, and shall not be used to interpret the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date signed by NTTA.

Reseller

NTT America, Inc.

Company Name

Authorized Representative Signature

Name and Title of Authorized Representative

Address: _____

Telephone: _____

Facsimile: _____

Email: _____

Federal EIN or SSN: _____

State of organization: _____

Qualified to do business in State(s) of: _____

Signature

Date

Name and Title of Authorized Representative

Address: _____

Telephone: _____

Facsimile: _____

EXHIBIT A

RESELLER DESCRIPTION

This Reseller Description may be amended from time to time by NTTA in accordance with Sections 1 and 2 of the Agreement to which this Exhibit is attached. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Agreement.

1. Services.

In accordance with the terms and conditions of the Agreement, Reseller is authorized to resell to Customers the following Services, as more particularly described on the NTTA Website.

All colocation, dedicated server, and managed services offered by NTT/Verio found on <https://www.dedicatedserver.com>

2. Pricing.

Subject to Section 2 of the Agreement and the terms and conditions of this Reseller Description, NTTA shall offer to Reseller, for the Resell Services, the Pricing for Qualified Orders (as defined below) accepted and provisioned by NTTA. "Qualified Orders" means orders for Resell Services at the prices referenced in Section 2 of the Agreement that arise directly from Reseller's orders in accordance with the terms and conditions of the Agreement.

3. Minimum Commitment.

Reseller shall pay to NTTA at least an aggregate of Ten Thousand (\$10,000) for Qualified Orders during the Initial Term (the "Minimum Commitment"). If Reseller fails to achieve the Minimum Commitment amount, NTTA may, among other rights granted to it under the Agreement, exercise one or more of the rights set forth in Section 1.3 of the Agreement.