APPENDIX B/EXHIBIT A
MASTER DOMAIN REGISTRATION AGREEMENT

THIS REGISTRATION AGREEMENT ("Agreement"), is between Tucows Domains Inc. ("Tucows") and you, on behalf of yourself or the entity you represent ("Registrant"), as offered through **InPops LLC** _____, the Reseller participating in Tucows' distribution channel for domain name registrations. Any reference to "Registry" or "Registry Operator" shall refer to the registry administrator of the applicable top-level domain ("TLD"). This Agreement explains Tucows' obligations to Registrant, and Registrant's obligations to Tucows, for the domain registration services. By agreeing to the terms and conditions set forth in this Agreement, Registrant agrees to be bound by the rules and regulations set forth in this Agreement, and by a registry for that particular TLD.

DOMAIN NAME REGISTRATION. Domain name registrations are for a limited term, which ends on the expiration date communicated to the Registrant. A domain name submitted through Tucows will be deemed active when the relevant registry accepts the Registrant's application and activates Registrant's domain name registration or renewal. Tucows cannot guarantee that Registrant will obtain a desired domain name, even if an inquiry indicates that a domain name is available at the time of application. Tucows is not responsible for any inaccuracies or errors in the domain name registration or renewal process.

FEES. Registrant agrees to pay Reseller the applicable service fees prior to the registration or renewal of a domain. All fees payable here under are non-refundable even if Registrant's domain name registration is suspended, cancelled or transferred prior to the end of your current registration term. Tucows bills in United States dollars and is not responsible for any change in price due to exchange rates.

TERM. This Agreement will remain in effect during the term of the domain name registration as selected, recorded and paid for at the time of registration or renewal. Should the domain name be transferred to another registrar, the terms and conditions of this Agreement shall cease.

SELECTION OF A DOMAIN NAME. You acknowledge and agree that we cannot guarantee that you will obtain a desired domain name, even if an inquiry indicates that the domain name is available at the time of your application. You represent that, to the best of your knowledge and belief, neither the registration of the domain name nor the manner in which you intend to use it, infringes upon the legal rights of a third party and further, that the domain name is not being registered for, nor shall it at any time whatsoever be used for, any unlawful purpose. During the period following registration of a domain name and the appointment of active name servers, we may post a stagnant web page and any revenues generated from it will be for our own account.

EXPIRATION, RENEWAL, AND FORFEITURE. The registered domain name will expire on the expiration date specified in the registration term, and as communicated to the Registrant. Registrant will receive reminders immediately prior to the expiration inviting Registrant to renew the domain name. In the event that Registrant fails to renew the domain name in a timely fashion, the registration will expire and Tucows may, at its discretion, elect to assume the registration and may hold it in its own account, delete it, or sell it to a third party. During the period following the expiration of a domain name, the domain name will cease to resolve, the Whois registration records may be revised to include that of Tucows or its reseller, and visitors to Registrant's website may be directed to a default web page. This default web page may feature advertisements posted by Tucows for its own account. Registrant acknowledges and agrees that Registrant's right and interest in a domain name ceases upon its expiration. Registrant is solely responsible for informing itself of the date of expiration and renewing its registration in a timely manner. If Tucows, in its sole discretion, elects to renew the registration, Registrant will be entitled to a grace period of forty (40) days during which Registrant may re-register the domain name. Additional costs for the redemption and re-registration will apply.

EXPIRED REGISTRATION RECOVERY POLICY. Domain expiration notices will be sent via email thirty (30) days and five (5) days prior to a domain expiration date and three (3) days after a domain expires. Renewal, post-expiration renewal and redemptions fees are published at https://opensrs.com/services/domains/domain-pricing/. Reseller's fees may differ.

REGISTRANT INFORMATION AND DATA SHARING. Data required for the registration of a domain name varies by top-level domain. The required data for a domain name registration ("Minimum Data") will be presented at the time of registration or renewal and may include up to:

- Name and postal address of the Registered Name Holder;
- Registered name;
- Names of the primary nameserver and secondary nameserver(s) for the Registered Name;
- Name, postal address, email address, and voice and fax (if available) telephone numbers of the administrative contact for the domain name;
- Name, postal address, email address, and voice and fax (if available) telephone numbers of the billing contact for the domain name; and
- Name, postal address, email address, and voice and fax (if available) telephone numbers of the technical contact for the domain name.

The Minimum Data will be shared with Tucows and the relevant authoritative registry services provider for your top-level domain. The identity of the authoritative registry services provider can be found at https://www.iana.org/whois. The Minimum Data for domains in any TLD you have registered can be found in the Data Use Information Page.

ACCURATE INFORMATION. Registrant represents and warrants that:

- The statements that Registrant makes in connection with the domain name registration, maintenance, or renewal are complete and accurate;
- Registrant information will be kept current;
- Registrant will not and will not permit others to use the domain name in violation of any ICANN or registry policies, applicable laws or regulations, or legal rights of others;
- Registrant will respond to inquiries from Tucows addressed to the email address of the Registrant, the administrative, billing or technical contact with respect to a domain name concerning the accuracy of contact details.

Registrant acknowledges that a breach of this section will constitute a material breach of the Agreement, which will entitle either Tucows or a registry to terminate this Agreement immediately upon such breach without any refund and without notice to Registrant.

ACCOUNT REVIEW, DATA MODIFICATION, OR DELETION. To access, view, update, delete or download data associated with your domain name registration, you must be signed into your account. You agree to safeguard your account identifier and password from any unauthorized use. In no event will we be liable for unauthorized use or misuse of your account identifier or password. If you make a request to delete your personal data and that data is necessary for the products or services you have purchased, the request will be honored only to the extent it is no longer necessary for any services purchased or required for our legitimate business purposes or legal or contractual record keeping requirements. In some cases, when data is necessary for the provisioning of service, deletion of data may cancel or suspend the services you have purchased. If you have difficulty accessing your data, modifying it, or deleting it, you may request assistance by sending email to DPA @ Tucows.com or using the contact information at https://opensrs.com/privacy-policy/.

ICANN-REQUIRED DISCLOSURES. Domain name registration requires sharing the Registrant's information, in whole or in part, with the applicable Registry Operator and with ICANN. Both Tucows and the Registry Operator may be required to archive this information with a third-party escrow service. Further, Registrant represents and warrants that, if Registrant is providing information about a third party, Registrant has notified the third party of the required disclosures and the purpose for the disclosures and

Registrant has obtained the third party's consent to such disclosure. ICANN may establish or modify the guidelines, limits or requirements that relate to the amount and type of information that Tucows may or must make available to the public or to private entities, and the manner in which such information is made available.

SUSPENSION AND CANCELLATION. Tucows may in its sole discretion, suspend or cancel Registrant's domain name registration:

- if Registrant breaches this Agreement;
- if Registrant fails to provide payment or accurate contact or billing information;
- in the event there was an error in the registration process for such domain name;
- as required by ICANN or a Registry Operator;
- to protect the integrity and stability of Tucows and any applicable registry;
- to comply with any applicable laws, government rules, requests of law enforcement and court orders;
- in compliance with any dispute resolution process;
- to combat DNS Abuse; or
- to avoid any liability, civil or criminal.

Upon cancellation for any reason, you will not receive a refund for any fees already paid. Tucows may, in its sole discretion, assist you in transferring your domain name to another registrar.

DISPUTE RESOLUTION. Registrant is bound by all ICANN consensus policies and all policies of any relevant Registry Operator, including the Uniform Rapid Suspension Procedure, the Uniform Domain Name Dispute Resolution policy (UDRP), along with the UDRP rules and all supplemental rules of any UDRP provider. ICANN may change the UDRP at any time. If a third party challenges the registration or reservation of the Registrant's domain name, Registrant will be subject to the provisions specified in the dispute policy adopted by the applicable registry. In the event a domain name dispute arises, Registrant will indemnify and hold Tucows harmless pursuant to the terms and conditions contained in the applicable policy. If Tucows is notified that a complaint has been filed with a judicial or administrative body regarding a domain name, Tucows may, at its sole discretion, suspend use of the domain name and the ability to make modifications to the registration records until:

- Tucows is directed to do so by the judicial or administrative body, or
- Tucows receives notification from both parties that the dispute has been settled.

If Registrant or Registrant's domain name becomes the subject of litigation, Tucows may deposit control of Registrant's domain name record into the registry of the judicial body by supplying a party with a registrar certificate.

WHOIS PRIVACY SERVICE. If Registrant elects to use the Whois privacy registration service, the following terms and conditions will apply:

- The publicly available Registrant contact information will list Contact Privacy Inc. Customer #### (where #### is a unique customer identification number) as the Registrant and contact name, and Tucows' postal address, assigned email address and telephone number as contact information.
- Tucows will keep the Registrant and Contact Information provided by Registrant on file. Both Tucows and the Registry may be required to archive this information with a third-party escrow service, as per ICANN policy.
- Registrant will retain complete control over the domain name and its registration records and may suspend and reinstate the Whois Privacy Service at its discretion.
- With respect to a domain name that has been transferred to Tucows, the Whois Privacy Service will only commence after the transfer has been completed. If Registrant elects to transfer a domain name to a different registrar, the Whois Privacy Service must be disabled in order to initiate the transfer.
- Tucows will send all obligatory renewal and transfer related messages to the contacts that Registrant has designated.

- Pricing for the Whois privacy registration service will be set by the Reseller, and Registrant will pay Reseller for this service.
- Communications received with respect to a domain name registration will be handled as follows:
    - Tucows will forward to Registrant all correspondence received by registered mail or traceable courier. This information may be opened, scanned and emailed to Registrant. Regular postal mail will be discarded or returned to sender at Tucows' discretion.
    - Email correspondence will be forwarded, only if submitted via the contactprivacy.com website.
    - A voice mail message will advise all callers that inbound messages will not be accepted; calls will be directed to the contactprivacy.com website.
    - The point of contact for third parties wishing to report abuse or infringement of trademarks (or other rights) is legal@tucows.com.
- The business contact information for the Whois privacy registration service is:

    Contact Privacy, Inc.
    96 Mowat Ave
    Toronto, ON M6K 3M1
    CANADA
- Tucows shall have the right, at its sole discretion and without liability to Registrant, to suspend or cancel the Whois Privacy Service and to reveal Registrant and Contact Whois Information in certain circumstances, including but not limited to the following:
    - when required by law;
    - in the good faith belief that disclosure is necessary to further determination of an alleged breach of a law;
    - to comply with a legal process served upon Tucows;
    - to resolve any and all third-party claims including but not limited to ICANN's or a Registry's dispute resolution policy;
    - to avoid financial loss or legal liability;
    - if Tucows believes that Registrant or one of Registrant's contacts is using the Whois Privacy Service to conceal involvement with illegal, illicit, objectionable or harmful activities; or to transmit SPAM, viruses, worms or other harmful computer programs.

POLICY. Registrant agrees that its registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to a Tucows, registry, ICANN or government-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with a Tucows, registry, ICANN or government-adopted policy,

- to correct mistakes by Tucows or a registry in registering the name or
- for the resolution of disputes concerning the domain name.

TRADEMARK CLEARINGHOUSE (TMCH). Registrant agrees to abide by the terms and conditions set forth by Tucows and the Trademark Clearinghouse Agreement.

NO GUARANTEE. Registrant acknowledges that registration of a chosen domain name does not confer immunity from objection to the registration, reservation, or use of the domain name.

AGENCY. If Registrant intends to license use of a domain name to a third party, Registrant is deemed the domain name holder of record and is responsible for providing Registrant's own full contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name. Registrant shall accept liability for harm caused by wrongful use of the domain name, unless it promptly discloses the licensee's identity and current contact information (as provided by the licensee) to a party providing the Registered Name Holder reasonable evidence of actionable harm. Registrant represents that it will secure the agreement of any third party to the terms and conditions in this Agreement.

MODIFICATIONS TO AGREEMENT. Tucows may modify this Agreement, or any other related and/or applicable agreement, as is necessary to comply with its agreements with ICANN, a registry or any other entity or individual, as well as to adjust to changing circumstances. All amendments to this Agreement will be posted on our website at http://www.opensrs.com/docs/contracts/exhibita.htm. Your continued use of the registered domain name will constitute your acceptance of this Agreement with any revisions. If you do not agree to any change, you may request that your domain name be cancelled or transferred to a different accredited registrar, and agree that such cancellation or transfer will be your exclusive remedy if you do not wish to abide by any change to this Agreement, or any other related and/or applicable agreement.

ANNOUNCEMENTS. Tucows reserves the right to distribute information to Registrant that is required by ICANN or Registry policy.

LIMITATION OF LIABILITY. Registrant agrees that Tucows' entire liability, and Registrant's exclusive remedy, with respect to the domain registration service provided under this Agreement and any breach of this Agreement is solely limited to the amount Registrant paid for the initial registration of the domain name. Tucows, ICANN and the applicable registries shall not be liable for any lost profits, revenues, or data, financial losses or indirect, special, consequential, exemplary, or punitive damages. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, liability is limited to the extent permitted by law.

INDEMNITY. Registrant will defend, indemnify, and hold harmless Tucows, ICANN, the applicable registries, and their respective directors, officers, employees, agents, affiliates, and contractors, from all liabilities, claims and expenses, including attorney's fees, arising out of or relating to

- Registrant's registration and use of the domain name registered;
- use of the domain name in violation of this Agreement; or
- Registrant's violation of any third party right, including Intellectual Property Rights. This indemnification obligation will survive the termination or expiration of this Agreement.

TRANSFER OF OWNERSHIP. The person named as Registrant on record with Tucows shall be the "Registered Name Holder." If designated, the person named as administrative contact at the time the controlling account was secured shall be deemed the designate of the Registrant with the authority to manage the domain name. Registrant agrees that prior to transferring ownership of the domain name to another person (the "Transferee") Registrant shall require the Transferee to agree, in writing to be bound by all the terms and conditions of this Agreement. If the Transferee fails to be bound in a reasonable fashion (as determined by Tucows in its sole discretion) to the terms and conditions in this Agreement, any such transfer will be null and void. Registrant explicitly authorizes Tucows to act as their Designated Agent, as stipulated by the ICANN Transfer Policy, to approve a Change of Registrant on their behalf.

BREACH. Registrant agrees that failure to abide by any provision of this Agreement, any ICANN, Registry, URDP or Dispute operating rule or policy, may be considered by Tucows to be a material breach, and that Tucows may provide written notice, describing the breach, to Registrant. If within fifteen (15) calendar days of the date of such notice, Registrant fails to provide evidence, which is reasonably satisfactory to Tucows, that Registrant has not breached its obligations under the Agreement, then Tucows may delete the registration of the domain name. Any such breach by Registrant shall not be deemed to be excused simply because Tucows did not act earlier in response to that, or any other, breach by Registrant.

DISCLAIMER OF WARRANTIES. Except for the express warranties in this Agreement, Tucows does not make any other warranty of any kind, whether express, implied, statutory or otherwise, including warranties or merchantability, fitness for a particular purpose, and non-infringement. Tucows is not responsible or liable for the deletion or of failure to store any content and other communications maintained or transmitted through the use of the domain name registration service. Tucows does not

warrant that the domain name registrations service will be error free or uninterrupted. The domain name registration service is not intended for high-risk activities.

INCONSISTENCIES WITH REGISTRY POLICIES. In the event that this Agreement may be inconsistent with any term, condition, policy or procedure of an applicable Registry, the term, condition, policy or procedure of the applicable Registry shall prevail.

NON-WAIVER. Tucows failure to require performance by Registrant of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by Tucows of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

NOTICES. Any notice, direction or other communication given under this Agreement shall be in writing and given by sending it via email or via regular mail. In the case of email, valid notice shall only have been deemed to be given when an electronic confirmation of delivery has been obtained by the sender. Email notification to Tucows must be sent to domains@tucows.com. Any notice to Registrant will be sent to the email address provided by Registrant in the Whois record. Any email communication shall be deemed to have been validly and effectively given on the date of such communication, if such date is a business day and such delivery was made prior to 4:00 p.m. EST, otherwise it will be deemed to have been delivered on the next business day. In the case of regular mail notice, valid notice shall be deemed to have been validly and effectively given five (5) business days after the date of mailing postal notices to Tucows shall be sent to:

Tucows Domains Inc.
96 Mowat Avenue
Toronto, Ontario M6K 3M1
CANADA
Attention: Compliance

and, in the case of notification to you, shall be sent to the address specified by you in your registration of your domain name with Tucows.

ENTIRETY. Registrant agrees that this Agreement, the applicable dispute policy and the rules and policies published by Tucows and any applicable Registry or other governing authority, are the complete and exclusive Agreement between Tucows and Registrant regarding the domain registration service.

NO THIRD-PARTY BENEFICIARIES. This Agreement shall not be construed to create any obligation by either Tucows or Registrant to any non-party to this Agreement. Enforcement of this Agreement, including any provisions incorporated by reference, is a matter solely for the parties to this Agreement.

GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN WITHOUT REFERENCE TO RULES GOVERNING CHOICE OF LAWS. ANY ACTION RELATING TO THIS AGREEMENT MUST BE BROUGHT IN ONTARIO AND YOU IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURTS.

INFANCY. You attest that you are of legal age to enter into this Agreement.

FORCE MAJEURE. Registrant acknowledges and agrees that neither Tucows nor the applicable Registry shall be responsible for any failures or delays in performing the respective obligations hereunder arising from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, fires, wars, riots, earthquakes, storms, typhoons, floods, plague, and pandemic.

PRIVACY. Information collected about Registrant is subject to the terms of Tucows' privacy policy, the terms of which are hereby incorporated by reference. Tucows' privacy policy can be found at: https://opensrs.com/privacy-policy/

CONTROLLING LANGUAGE. In the event that Registrant is reading this Agreement in a language other than the English language, Registrant acknowledges and agrees that the English language version hereof shall prevail in case of inconsistency or contradiction in interpretation or translation.

TLDs. Additional provisions apply to any domain name that you register through Tucows with the various registries. Click here to see the complete list of specific provisions, by TLD. These provisions are explicitly incorporated herein by reference.

SUPPORT FOR DNSSEC. We allow you to add DNSSEC on your domain upon request by relaying orders to add, remove or change public key material (e.g., DNSKEY or DS resource records) on your behalf to Registries operating under contract with ICANN that support DNSSEC.

The following fees apply to DNSSEC relay services:

- Add DNSSEC key material: $500 per transaction.
- Change DNSSEC key material: $500 per transaction.
- Remove DNSSEC key material: $0 per transaction.

Fees charged for DNSSEC support by registration service providers may differ.

ACCEPTANCE OF AGREEMENT. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF THE SERVICE AND ARE NOT RELYING ON ANY REPRESENTATION, AGREEMENT, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.