

BOILERPLATE Additional Terms

1. This Agreement:
 - (a) shall be governed and construed in accordance with the laws of Ontario and Canada, excepting its choice of law provisions, and the venue shall be Toronto;
 - (b) may be executed in two (2) or more counterparts, each deemed an original, and all of which together shall constitute one and the same contract;
 - (c) may be modified by Tucows without the written consent of Reseller, so long as the amendment or modification is generally applicable to all Resellers;
 - (d) binds and benefits only the parties and their respective successors and permitted assigns. No assignment shall occur, without the prior consent of the other Party, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may assign this Agreement (as a whole), without the consent of or notice to the other Party, to an Affiliate, as defined in the OBCA, to any successor in a bona fide merger, amalgamation or other consolidation of interests, or to a bona fide purchaser of all or substantially all of such Party's assets, provided the assignee agrees in writing to assume and be bound by all the assignor's obligations hereunder, and further provided that Reseller may not assign or transfer to a competitor of Tucows as determined in Tucows' sole discretion.

2. Each Party agrees:
 - (a) during the Term and for one (1) year following, it shall not, (and shall not permit any Affiliate as defined in the Ontario Business Corporations Act to) solicit or hire, any employee of the other party (or its Affiliates), without the prior written consent of the other party;
 - (b) it has had the opportunity to obtain independent legal advice for the review and negotiation hereof, and so ambiguity will not be presumptively construed against Tucows;
 - (c) all restrictions in this Agreement are reasonable and valid, and waives all defences to strict enforcement thereof to the fullest extent permitted by law;
 - (d) neither shall be liable for any delay or failure to perform hereunder if such delay or failure is due to any contingency beyond its reasonable control including acts of God, war, explosion, fire, flood or civil disturbance, or failure of a supplier to fulfill its obligations;
 - (e) section headings are for ease of reference only, and have no interpretive value;

- (f) the prevailing party in any dispute arising out of this Agreement will be entitled to recover its reasonable legal and expert fees and costs, in addition to any other relief to which it may be entitled;
 - (g) to execute such further documents reasonably requested by the other party to achieve the intent of this Agreement;
 - (h) the Agreement is the entire agreement between the parties, superseding all prior understandings, oral or written, relating to the subject matter of this Agreement.
3. Nothing herein:
- (a) creates an agency, partnership, joint venture, employment, franchise, distributorship, dealership or other similar or special relationship between the parties, who hereby intend to establish the relationship of independent contractors. No party has any authority to create or assume, in the name or on behalf of the other, any obligation, expressed or implied, nor to act or purport to act as the legally empowered representative of the other for any purpose whatsoever;
 - (b) expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, or corporation, other than the parties and their respective successors and assigns, any remedy or claim by reason hereof.
4. No provision hereof shall be deemed waived by any act, delay, omission or acquiescence on the part of either party or their respective employees or agents, nor shall any waiver by either party of a breach or default of a provision by the other, constitute a change in the terms hereof or waive any subsequent breach.
5. Termination of all or any part hereof shall not affect or prejudice any rights or obligations which have accrued or arisen hereunder or such part thereof prior to the time of termination and those rights and obligations shall survive the termination hereof.
6. Notwithstanding any other provision of this agreement and, unless otherwise expressly stated herein, all rights and remedies of Tucows are cumulative, not alternative.
7. If any provision of this Agreement is held invalid or unenforceable for any reason, the remaining provisions will continue in full force, so long as (and the parties hereby authorize) the authorities replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.
8. Neither party shall be liable to the other for damages of any sort resulting solely from its rightfully terminating the Agreement in accordance with its terms.