



Contract Fax Cover Sheet  
DNS Services Agreement

Please use this as your cover page when you fax in your DNS Services Agreement.

Before faxing the Agreement to Tucows, please be sure that you have:

- Completely reviewed the Agreement, providing all necessary information, namely:
  - Signature Page (page 5)

**Please provide the information below:**

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

Website URL:http://\_\_\_\_\_

Tucows Reseller Username: \_\_\_\_\_

If you are a Reseller located in the EU, please provide your VAT Registration Number and the EU country in which you have registered for the VAT.

VAT Registration Number: \_\_\_\_\_

EU Country of VAT Registration: \_\_\_\_\_

Please fax **page 1 and 5** only of the DNS Services Agreement to: **416-531-2516**

Thank you,

Tucows Team

**AMENDMENT AGREEMENT TO THE  
REGISTRATION SERVICE PROVIDER AGREEMENT FOR  
.COM, .NET DOMAIN NAMES ("RSP AGREEMENT")  
TO ALLOW FOR  
THE PROVISION OF DNS SERVICES**

This Amendment Agreement by and between:

**Tucows.com Co.  
("Tucows")**

**- and -**

**You, the Reseller  
("Reseller")**

WHEREAS the parties to this agreement have signed an RSP Agreement;

AND WHEREAS the parties are desirous to amend the RSP Agreement to enable Reseller to sell DNS services.

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Tucows and Reseller, intending to be legally bound, hereby agree as follows:

**1. DEFINITIONS**

- (a) "DNS Service(s)" means the DNS services offered by Tucows that will allow Reseller's Customers to manage zone information, including, where applicable, such features as domain forwarding, domain under construction and domain for sale, using a web-based interface, all more particularly described in Section 2 below;
- (b) "Effective Date" shall mean the later of the two dates on the signature lines below;
- (c) "Fee(s)" mean the monies payable for the DNS Services in accordance with Section 3 herein;
- (d) "Term" has the meaning outlined in Section 4 of this Agreement;
- (e) "Zone" means the information on a name server listing a domain name with its associated resource records, IP addresses and mail server

information. Elements of the zone file include NS, A, CNAME and MX resource records.

- (f) All initially capitalized terms not otherwise defined in this Amendment Agreement shall have the definitions assigned to such terms in the RSP Agreement.

## 2. **SERVICES PROVIDED**

- 2.1. Tucows DNS Services are available as the following offerings:
  - (a) Managed DNS includes the following functions:
    - (i) Zone record management – The zone records control how a domain works, with information such as A, CNAME, and MX records.
    - (ii) Domain Forwarding management - enables a domain name to be forwarded to another website.
    - (iii) Sub-Domain Forwarding management - Similar in principle to domain forwarding, this function applies to subdomains of the domain.
    - (iv) URL Frame management - URL framing maintains words in the address bar, regardless of which page you are on.
    - (v) Domain Templates – Offers Customers web pages for display purposes. The “Domain Under Construction” page will be a generic page with no customization available. The Domain For Sale page will be customizable.
    - (vi) Subdomain Delegation management - Allows the Customer to delegate authority of a subdomain to another user.
- 2.2. Secondary DNS allows Customers to create a back up zone for their primary DNS Service using Tucows’ nameservers.
- 2.3. Tucows’ DNS Services cannot be provided without an operating Reseller account. Reseller shall be responsible for ensuring that its Reseller account is current.
- 2.4. Reseller shall be responsible for providing customer service, billing and technical support and customer interface to accept Customer orders.
- 2.5. Tucows may from time to time provide enhancements to the DNS Service and the administration tool at no additional charge to Reseller.
- 2.6. Reseller agrees that all use of the DNS Services shall be in accordance with all policies, practices and regulations of Tucows.

## 3. **FEES**

- 3.1. Reseller shall pay to Tucows the non-refundable amounts set forth on Schedule A. Fees will be assessed on a monthly basis when Tucows provides Reseller with a statement based on the number of Zone subscribing to a service and the amounts owing with respect to same.

- 3.2. If there are insufficient funds in Reseller's account at the time of withdrawal, Tucows will send a daily request for payment to the Reseller's billing contact for a five (5) day period. If Reseller has not replenished its account to allow for the outstanding payment within said five (5) day period, Tucows may suspend Reseller's Customer's DNS Service.
- 3.3. Tucows reserves the right to change the fees and suspension/insufficient funds policies upon notice to Reseller.

#### **4. TERM OF AGREEMENT**

- 4.1. The term of this Agreement shall commence on the Effective Date and will continue in accordance with the RSP Agreement or until the earlier of the following: (i) by either party upon thirty (30) days written notice, (ii) Reseller elects to terminate this Agreement, (iii) or Tucows elects to terminate its DNS Service offering.

#### **5. MAINTENANCE AND SUSPENSION OF SERVICES**

- 5.1. Tucows may from time to time perform maintenance on or otherwise suspend the DNS Service and temporarily shut down the DNS Service. The Company will make best efforts to minimize any disruption of DNS Service.

#### **6. REPRESENTATIONS AND WARRANTIES**

- 6.1. Reseller acknowledges and agrees that Tucows does not guarantee that the DNS Services will meet the requirements of Reseller or its Customers

THE WARRANTIES AND CONDITIONS STATED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

TUCOWS SHALL NOT BE LIABLE FOR ANY MISREPRESENTATION, BREACH OF ANY IMPLIED OR EXPRESS WARRANTY OR CONDITION, OR BREACH OF ANY OTHER TERM (INCLUDING A FUNDAMENTAL BREACH OR BREACH OF A FUNDAMENTAL TERM), OR BE OTHERWISE LIABLE IN CONTRACT, TORT, OR OTHERWISE FOR: (A) INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES; (B) LOSS OF REVENUE; (C) LOSS OF PROFITS; (D) LOSS OF BUSINESS OR GOODWILL; (E) LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR (F) PUNITIVE DAMAGES; EVEN IF TUCOWS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

RESELLER'S SOLE REMEDY IN THE CASE OF ANY LOSS OR DAMAGE RESULTING FROM ANY MISREPRESENTATION, BREACH OF CONTRACT, NEGLIGENCE, ERROR OR DEFECT IN THE SERVICES PROVIDED BY TUCOWS HEREUNDER SHALL BE TERMINATION OF THIS AGREEMENT.

7. **INDEMNITY**

7.1. Reseller, at its own expense, will indemnify, defend and hold harmless Tucows and its employees, directors, officers, representatives, agents, affiliates and third party beneficiaries, against any claim, suit, action, or other proceeding brought against Tucows based on or arising from any claim or alleged claim (i) relating to any product or service of Reseller, including, but not limited to, Reseller's advertising, systems and other processes, fees charged, billing practices and customer service; or (ii) relating to any agreement with any Customer of Reseller . Reseller will not enter into any settlement or compromise of any such indemnifiable claim without Tucows' prior written consent, which consent shall not be unreasonably withheld. Reseller will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by Tucows in connection with or arising from any such indemnifiable claim, suit, action or proceeding. If Tucows is threatened with suit by a third party, it may seek written reiteration of Reseller's indemnification obligations; any failure by Reseller to provide said written assurance may result in suspension or termination of its account.

Save and except as outlined herein, all terms of the RSP Agreement shall remain in full force and effect and, where applicable, any references to domain names shall be deleted and replaced with "DNS Services". In the event of a conflict between the terms of this Amendment Agreement and the RSP Agreement, the terms of this Amendment Agreement shall prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment Agreement as of the later date set forth below.

**Tucows.com Co.**  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
(Please print)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Reseller:** \_\_\_\_\_  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
(Please print)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Schedule A**  
**Managed DNS Services**

Managed DNS Service	\$.25 per zone per month
Secondary DNS Service	Price TBD