Net Atlantic, Inc. Terms of Service Agreement
Hosting Services Reseller
(Last updated July 2008)

Net Atlantic, Inc. (we, us, our) and _____ (Reseller, you, your) agree to the following:

1.0 Definitions.

1.1 "Reseller" means person who sells Net Atlantic Hosting Services to end user/"client".

2.0 Net Atlantic Responsibilities.

2. 1 Net Atlantic, Inc. will provide the Reseller with services in accordance with the terms and conditions of Net Atlantic's Terms of Service Agreement found on the Net Atlantic website.
2.2 Net Atlantic will provide the Reseller with a dedicated Site/Reseller account on one of Net Atlantic's Professional List Management hosting servers, enabling reseller to add and delete mailing lists and associated clients.
2.3 Net Atlantic will provide technical support directly to reseller, not directly to reseller clients.
2.4 Net Atlantic will provide existing product documentation and marketing materials, as is, to reseller for their distribution to their clients.
2.5 Net Atlantic values your relationship with your client and will make every reasonable attempt not to contact them directly.

3.0 Reseller Responsibilities.

3.1. Reseller is responsible for adding, managing and deleting accounts on their designated site on a Net Atlantic hosting server.
3.2 Reseller is responsible for ensuring all clients, including reseller, abide by and follow specifications and terms for "client" responsibilities outlined in Net Atlantic's Terms of Service Agreement found on the Net Atlantic website.
3.3 Reseller is responsible for providing first level of technical support to their customers directly. First level technical support is answering client/end user calls and requests for technical assistance in use of product.

4.0 Payment Terms.

Reseller agrees to the following payment terms in consideration for the services provided:

4.1 Reseller agrees to pay a non-refundable one-time setup fee of $149.00 for the reseller account, which includes:

A) The ability to fully brand your site interface with your company logo
B) Discounted pricing on Net Atlantic list hosting services as indicated in Reseller Discount Table section 4.2 below
C) The ability to add and delete lists in realtime whenever needed
D) The ability to add and delete list administrators to any list in your account
E) Virtual mail server name (example: list.yourdomain.com)
F) Full access to existing Net Atlantic and Lyris product documentation

4.2 Reseller will be charged and agrees to pay Net Atlantic according to the following discount rate table where the discount is applied to Net Atlantic's current pricing for services delivered, as found on Net Atlantic's website.
Reseller Discount Table:

Tier	Monthly Revenue Pricing Bracket	Reseller Discount
	$0 - $250	0%
Bronze	$251 - $2,500	7.5%
Silver	$2,501 - $5,000	10%
Gold	$5,001 - $10,000	15%
Platinum	$10,001 +	20%

Note: Per Net Atlantic pricing model, members are unique email addresses uploaded onto reseller site account, regardless of how many emails are sent to the addresses.

4.3 Tax. Net Atlantic reseller fees are exclusive of any and all federal, state, and local sales, use, value added, excise, duty and any other taxes assessed with respect to the services provided under this Agreement, except that Reseller income taxes and any sales or similar taxes on the sale of the Reseller products and services to end users shall be the sole responsibility of the Reseller.

5.0 Term and Termination.

5.1 Duration. This Agreement will commence on the "Start Date" and continue for a 1-year term, unless otherwise terminated as set forth in Section 8.0 of the Net Atlantic Terms of Service Agreement.
5.2 Contract Extension: If neither the Reseller nor Net Atlantic, Inc. informs the other party of a desire to terminate the agreement before 30 days before the 1 year term ends, the agreement will continue in force for an additional 1-year term.

Acknowledgment of Receipt and Execution of Agreement

The undersigned acknowledges that they have received, read, accepted and agreed to the Net Atlantic, Inc. Terms of Service Agreement and the Net Atlantic, Inc. Terms of Service Agreement, Hosting Services Reseller Addendum incorporated by this reference.

Reseller

Company Name _____

Date: _____

By (name): _____

Signature: _____

Title: _____

Net Atlantic, Inc.

Date: _____

By (name): _____

Signature: _____

Title: _____

INSTRUCTIONS
After you have reviewed the Net Atlantic, Inc. Terms of Service Agreement (found on the Net Atlantic website) and this Terms of Service Agreement - Hosting Services Reseller Addendum, please print, date, sign, and fax the Agreement (this document) to Net Atlantic, Inc. (978-744-0037). Then, mail or deliver original with setup fee to Net Atlantic, Inc. at the address indicated below.

Net Atlantic, Inc.
Attn: Mailing List Reseller Account Team
10 Federal St.
Salem, MA 01970