

Domain License – Details Page

Customer Name:	_____		
Customer Address:	_____		
Email:	_____	Phone:	_____
Domain(s)	_____		
Commencement Date:	_____	Term:	_____
License Fee:	_____	Option Price:	_____
Payment Schedule:	Monthly _____	Yearly	_____

Beginning on the Commencement Date, the Company hereby licenses use of the Domain(s) to the Customer for the Term, all subject to the following:

License Fee. In addition to other obligations under this Agreement, Customer agrees to timely pay the Company all License Fee(s) and other amounts due under this Agreement. The License Fee shall be payable in advance during the Term in installments on the 1st day of each period indicated by the Payment Schedule, with the first installment due on or before the Commencement Date.

Term Extension. Subject to earlier termination as provided elsewhere in this Agreement, the Term shall be as stated above running from the Commencement Date. Provided Customer has not been in breach of this Agreement at any time the then current Term may be extended for successive extended periods of one (1) year provided either party has not given written notice of objection not later than fourteen (14) days prior to the expiration of then current Term.

Other Conditions. Items identified in the table above shall have the meanings set forth therein. The terms of Schedule 1 (General), Schedule 1 (Licensed Names), and any other schedule referenced above are incorporated herein by reference and made a part of this Agreement.

Agreed as of the _____:

"Company"

"Customer"

By: _____
Authorized Representative

By: _____
Authorized Representative

Schedule 1

Domain License - General Provisions

These General Provisions are incorporated in and form a material part of the Details Page to which it is attached.

1. Domain Name Ownership; WHOIS. Customer shall at no time hold any right, title and interest in each Domain(s) save and except only for the limited right to use as set forth in this Agreement and then only for the Term. Current WHOIS information shall remain as determined from time to time by Company. Company agrees to alter the Name Server and MX Record designations at the reasonable request of Customer. Company will pay all Domain registration fees and may use a domain name registrar of its periodic choice.

2. Payments. License Fees are due and payable in advance on or before the 1st day of each Payment Schedule period with the first payment due on or before the Commencement Date. License Fees due for partial periods shall be pro-rated on a daily basis. Other amounts due shall be paid upon demand. Company's timely receipt of all amounts due is a condition to Customer's right to license or use the Domain(s). If Monthly Payment is indicated, Customer may pre-pay annually, in advance, with a discount of 10%.

Payments shall be by Credit Card, PayPal or other similar method without deduction or offset of any nature, and exclusive of any and all taxes or governmental charges of any nature, using instructions provided from time to time by Company. Payments are deemed made only when Company receives immediately cleared funds in its account at the bank identified from time to time by Company. All Payments shall be in US Dollars.

Company may, but is not obligated to provide invoices and the absence of any invoice, notice or demand shall not relieve Customer of its obligation to timely tender any payments under this Agreement.

Late payments shall bear interest at the lesser of 15% per annum (prorated) or the maximum amount allowed by law. Company may, but is not obligated to provide invoices and the absence of any invoice, notice or demand shall not relieve Customer of its obligation to timely tender any payments under this Agreement. .

3. Use. Subject to the following and other terms of this Agreement, Customer shall have discretion to exploit the Domain(s) and shall bear all its own costs therewith.

a. Compliance. In connection with its use or exploitation of the Domain(s) and/or the or appearance of any content on any webpage accessed using the Domain(s), Customer shall at all times comply with (i) all Applicable Law, (ii) any Domain(s) registration

agreements; and, (iii) any ICANN policy or rule governing the registration or use of any Domain, including UDRP.

For the purposes of this Section, "Applicable Law" means the laws, rules and regulations (including, without limitation, those created as a matter of common law or decision published by any judicial or administrative body) adopted or imposed by any governmental authority (whether provincial, national or international) including those applicable to IP Rights, consumer protection, privacy, and access by juveniles to adult or sexually explicit content.

b. Content. Customer shall be solely responsible for the costs, acquisition or creation, use or monitoring of all hosting or other services necessary for the use of the Domain Name or related to any content, information, goods or services directly or indirectly made available (whether by Customer or others) on or through any webpage accessed using the Domain(s), including, without limitation, any errors, omissions and/or inaccuracies in the transmission, goods or services, payments, data protection, or other obligations due in connection with the use/operation of any such website.

c. Other Use Restrictions. Customer shall not directly or indirectly use the Domain(s) in connection with content which: (i) constitutes unauthorized or unsolicited commercial communications (such as spam); (ii) is hateful, threatening, pornographic; (iii) incites or promotes violence, racism, fascism, or religious intolerance; (iv) contains nudity or graphic or gratuitous violence; (v) references or promotes alcohol-related or other mature content (including advertisements) without appropriate age-based restrictions; (vi) is deceptive, malicious (including the delivery of viruses or other malicious computer code), illegal or infringing of the IP Rights of the Company or any third party; (vii) results or is in the reasonable opinion of Company likely to result, in the Domain(s) being banned or restricted by any of search engines or service providers (e.g. Google, AdSense, or Yahoo, etc.); or (viii) results, or in the opinion of Company may result, in a decrease in the value of the Domain(s).

4. Representations and Warranties.

a. Mutual. The parties each represent and warrant to the other that: (i) it is duly constituted under the laws of its formation; (ii) its address and contact information set forth above is true and correct; (iii) its execution, delivery and performance of this Agreement and the

consummation of the transactions contemplated hereby are within its corporate or other legal powers of formation and/or existence and have been duly authorized by all necessary corporate or other required action; (iv) it has all legal authority, authorizations and capacity to enter into this Agreement and to assume the rights and obligations arising hereby, and (iv) the undersigned officers or representatives are duly authorized to execute and deliver this Agreement.

b. By Customer. Customer represents and warrants to Company that (i) it is not insolvent and has the current financial resources to timely pay all amounts due under this Agreement, and (ii) it is licensing the Domain(s) in an “AS-IS” and “WHERE-IS” condition and with all faults of any nature for Customer’s use and not for the purposes of resale, sublicense, subletting or similar use by third parties.

c. By Company. Company represents and warrants to Customer that it is the registrant of the Domain(s) or the valid licensee thereof with authority to enter into and perform this Agreement.

5. Indemnification; Claims.

a. Indemnification. Customer shall indemnify and defend and hold Company harmless from and against any and all liabilities, claims, expenses, suits, damages, judgments and losses of any nature (including, without limitation any UDRP or other claim to assert possession or control over the Domain(s)), including attorneys’ fees, for which Company may accrue or become liable or may incur or pay, in or as a result of, or by reason of any acts or omissions that may be committed or suffered by Customer or any of its servants, agents, or employees, arising out of, in connection with, or resulting in: (i) Customer’s breach of any obligation under this Agreement; (ii) falsity of any representation or warranty of Customer, or (iii) any use of the Domain(s) (collectively and individually, “Claim”).

b. Notice of Claim. Customer shall timely notify Company upon becoming aware of any Claim, including, without limitation, any UDRP, and provide a complete copy of the asserted Claim.

c. Control of Defense. Company shall have the right (but not the obligation) to control the defense of any Claim. If Company asserts control, it may, acting in its sole discretion, defend or otherwise resolve or terminate such Claim, including by settlement or default, all without liability to Customer for any reason or damage incurred by Customer as a result thereof and Customer shall reimburse Company for any actual attorneys’ fees and costs (including filing and UDRP 3-member panel fees) as a part of the indemnification obligations of Customer.

In the event Company does not elect to control the defense, Customer shall diligently do so using competent legal counsel approved by Company; provided that Customer shall not settle or otherwise resolve any such Claims without the written consent of Company unless

the settlement (i) provides for a withdrawal or dismissal with prejudice of any Claim (ii) includes a full and final release in favor of Company; (iii) is without admission of liability, payment obligation, obligation to transfer any contractual right, property or other interest (including the Domain(s)) and, (iv) contains no agreement that Company refrain from any undertaking.

Customer warrants and agrees that it will at all times, and at its sole cost, fully and openly cooperate with Company in connection with the investigation and/or defense of any Claim, including, without limitation, providing documentation and other evidence (including declarations) regarding such Claim, including Customer’s use and knowledge

d. Exclusion for Intentional Misconduct. Neither party shall be entitled to indemnification or defense from the other under this Section to the extent arising as a direct result of any intentional act or omission of the other party. Notwithstanding anything to the contrary in this Agreement, any finding of bad faith registration of the Domain(s) by any UDRP panel or other authority shall not constitute an intentional act or omission on the part of Company for the purposes of this Section.

e. Copyright Claims. Customer shall timely provide Company with any notice asserting any Claim copyright infringement or similar demand as to the Domain(s) or any content portrayed in connection therewith, including, without limitation, notice issued pursuant to the United States Digital Millennium Copyright Act (DMCA) – or other Applicable Law. In the event such Claim is received in connection with any content appearing on the website during the Term, Customer shall, in addition to its other obligations, immediately correct or otherwise alter the offending content to the satisfaction of the Company and the notice issuer.

f. Take-Down; Name Server Alteration. Notwithstanding anything in this Agreement to the contrary, in the event of any Claim, Company may, with or without prior notice to Customer or any third party, and in addition to any other remedy available to Company at law or in equity, alter the name servers associated with any Domain(s) to prevent resolution of any webpage and refuse to alter such inactive status until such time as Customer has provided assurances (satisfactory to Company in its sole discretion) that the basis for such Claim has been corrected and/or that the correction has been accepted in writing by the issuer thereof. Company shall not be liable to Customer or to any third party in any amount and regardless of theory of recovery (including, without limitation for loss of data, lost profits, or increased expenses) as a result of its acts or omissions pursuant to this Section.

g. Any amounts the Company is entitled to recover from Customer under this Section shall be due immediately upon demand.

h. Limitation of Claims & Liability. Except as expressly set forth in Section 4, the parties expressly

agree that Company provides this license and access to the Domain(s) on an "AS-IS" "WHERE-IS" basis and with all faults.

COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. COMPANY MAKES NO REPRESENTATION OR WARRANTY THAT THE DOMAIN(S) WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT CUSTOMER WILL BE ABLE TO ATTAIN ANY SPECIFIC RESULTS OR VALUE ASSOCIATED WITH THE DOMAIN(S) OR USE THEREOF.

IN NO EVENT SHALL COMPANY, ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, SUPPLIERS, AGENTS, OR ASSIGNS, BE LIABLE (REGARDLESS OF THEORY, INCLUDING NEGLIGENCE) FOR ANY LOST PROFITS OR ANY SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH (i) CUSTOMER'S USE OR INABILITY TO USE ANY DOMAIN(S) OR (ii) IN CONNECTION WITH THIS AGREEMENT OR ANY PERFORMANCE OR FAILURE OF PERFORMANCE ON THE PART OF COMPANY.

6. Termination; Breach. This Agreement shall terminate on the *earlier* of:

- a. The expiration of the then current Term or any proper extension;
- b. After the payments of initial three months;
- c. Valid exercise of Customers Purchase Option, if any, but only as to the Domain(s) as to which such option is properly exercised;
- d. Immediately at the election of Company, and without further notice, upon Customer's failure to pay any amounts due under this Agreement, including, without limitation License Fees, costs, penalties, or amounts due pursuant to Section 5, which failure continues for ten (10) days following due date thereof;
- e. Immediately at the election of the non-defaulting party, and without further notice, upon the other's failure to fully and timely satisfy any of its obligations under this Agreement which failure has continued (i) in the case of Customer, for fifteen (15) days following written notice from Company, or (ii) in the case of the Company, for thirty (30) days following written notice from Customer;
- f. Immediately, at the election of either party, in the event the other incurs or suffers, voluntarily or otherwise, any of the following which is not, without need of notice, removed or voided within thirty (30) days of its occurrence: (i) issuance of a writ of execution against the other's property under a judgment in any court of competent jurisdiction; (ii) filing of any petition

of bankruptcy (or similar), whether voluntary or involuntary, by or against such other party; (iii) the assignment of assets for the benefit of creditors by such other party; or, (iv) the adoption or approval by the board of directors or owners of such other party of any resolution of a petition of bankruptcy or to wind-up, or dissolve its business or sell all or substantially all of its assets; or,

g. Immediately and without notice, delay, or opportunity to cure, if the breaching party has previously fails to fully and timely perform its obligations under this Agreement and within the immediately prior 180 day period has previously failed to perform any obligation (even if such prior failure has been cured, waived or otherwise corrected).

7. Remedies. In the event of Customer's breach giving rise to a right of termination, at Company's election, Company may further:

- a. Take any steps to regain control of the Domain(s), including, without limitation, altering the Name Servers, all without liability of any nature;
- b. Pursue any other remedy and take any and other actions as may be available at law or equity, Company's remedies being cumulative.

8. Option to Purchase. Customer shall have the option to purchase all or any of the Domain(s) if Customer has, at all times, complied with each of its obligations under this Agreement.

- a. Subject to the Agreement and this Section, provided that all of the following are satisfied:
 - b. To exercise the option Customer must provide Company with a valid "Exercise Notice". To be valid, an Exercise Notice must (i) be received by Company at least thirty (30) days prior to the expiration of the then current Term; (ii) bear an authorized signature of Customer; (iii) identify each applicable Domain(s); and, (iv) Company must have received both valid payment of the Option Price and full payment of all other amounts due under this License, in immediately available funds. The Option Price shall be paid without offset or deductions save and except only adjustments, if any, pursuant to Section 8.e.
 - c. A valid Exercise Notice shall evidence Customer's binding obligation to purchase the Domain(s) at the Option Price.
 - d. Within ten (10) days of receipt of a valid Exercise Notice, including payment, Company shall (i) take reasonable steps to deliver control over the Domain(s) to Customer; and (ii) provide a simple "as-is" bill of sale to Customer. Customer shall bear all escrow and banking and transfer related fees.
 - e. Option Price may be reduced as follows:
 - i. If valid exercise during the 1st year of the Term, ninety percent (90%) of the amount of License

Fees actually and timely received by Company prior to Exercise Notice.

ii. If valid exercise during the 2nd year of the Term, sixty percent (60%) of the amount of License Fees actually and timely received by Company prior to Exercise Notice.

iii. If valid exercise during the 3rd or 4th or 5th year of the Term, thirty percent (30%) of the amount of License Fees actually and timely received by Company prior to Exercise Notice.

iv. No credit shall be provided for Exercise Notices not timely received at least 30 days prior to the expiration of the 5th year measured from the Commencement Date.

f. Any sale of any Domain to the Customer shall be “AS-IS” and “WHERE-IS” and without any express or implied representations or warranties.

g. Customer represents and warrants that it does not hold and will not assert any IP Rights in or to the Domain(s) or any portion thereof and is not acting on behalf of any person asserting such rights. Customer, on its behalf and on behalf of its parent, principals, agents, employees, attorneys, representatives, shareholders, affiliates, subsidiaries, officers, successors and assigns, hereby releases, discharges, waives and abandons any and all claims, known or unknown, asserted or not, it has or may in the future have against Company, its parent, principals, agents, employees, attorneys, representatives, shareholders, affiliates, subsidiaries, officers, successors and assigns regarding the registration and/or use of the Domain(s) (or any portion thereof) and any other domain name which is or may in (whole or part) be identical or confusingly similar therewith, whether registered and/or used now or in the future.

9. Option To Add .UK Domains. Customer shall have the option to extend this Agreement to include any Qualifying Domain provided (i) the .UK Option on the Details Page is checked “YES”; (ii) the License Fee is separately stated for each Domain in the Details; (iii) The Qualifying Domain is Available; and, (iv) Customer has, at all times, complied with each of its obligations under this Agreement.

a. Qualifying Domain means a 2nd level .uk domain name which (except for the extension(s)) is an exact character string match of any 3rd level .uk Domain(s) specified in the Details Page or Schedule 2. By way of example only, measured excluding the extensions, car.uk is a Qualifying Domain matching car.co.uk, but cars.uk is not a Qualifying Domain because it does not match car.co.uk.

b. A Qualifying Domain is “Available” only if (i) the registration of the Qualifying Domain has been undertaken by the Company directly from a registrar with annual registration costs not in excess of those due for the corresponding 3rd level Domain(s) to which

it is an exact match, and (ii) the Company has not acquired the Qualifying Domain from any prior registrant or at a price greater than the cost of registration alone.\

c. The License Fee for each Qualifying Domain shall be equal to the License Fee for the corresponding 3rd level domain.

d. Customer shall have the option to purchase the Qualifying Domain if the provisions of Section 8 apply and in such case the Option Price for the Qualifying Domain shall be equal to the Option Price for the corresponding 3rd level domain, as set forth in Schedule 2 and if no such Option Price is set forth in Schedule 2, Customer shall have no option to purchase such Qualifying Domain.

e. Option exercise process is as follows:

i. In the event a Qualifying Domain becomes Available, Nokta shall thereafter notify Customer via email using the contact details set forth on the Details Page (or any amendment thereto) (“Availability Notice”).

ii. Customer shall have thirty (30) calendar days from the date of such Availability Notice being sent to elect to include the Qualifying Domain within this Agreement (“QD Election Period”). To be effective, (i) Customer’s election must be in writing, stating unequivocally its desire to include the Qualifying Domain within this Agreement, (ii) Customer must have tendered the applicable License Fee to Nokta, prorated to the date of the Availability Notice; and (iii) such election and payment must have been received by Company prior to expiration of the QD Election Period.

iii. If requested Customer shall provide Company with a duly signed copy of an amended Schedule 2 listing the Qualifying Domain and stating the License Fee and Option Price (if applicable) therefor.

iv. Failure to timely provide a valid election pursuant to Subsection **Error! Reference source not found.**, above shall constitute Customer’s immediate continuing waiver of any rights under this Agreement as to the Qualifying Domain and Company may thereafter retain and/or monetize the Qualifying Domain as Company sees fit, including via lease or sale to third party, all without liability to Customer.

f. Except as set forth in this Section Company shall have no obligation to Customer in connection with any domain name which is not an exact character string match (whether including or excluding extension) to a Domain(s).

10. General.

a. Notices. All notices, requests and other communications to any party hereunder shall be in writing and shall be delivered to the other at the address indicated on the Details Page. If email address

is provided, notice via email is expressly permitted. Notice shall be effective: (i) immediately upon personal delivery, including via commercial courier such as DHL or the like); (ii) 24 hours following having been sent via email or fax, provided that a record of uninterrupted transmission is retained by the sender and provided upon request; and (iii) four (4) calendar days following deposit in the official governmental postal service, properly addressed and postage pre-paid. Notices provided in any other manner shall be effective only if and when received.

b. Amendments, Waivers. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective. Waiver in any one instance shall not indicate waiver of any subsequent instance.

a. Assignment. Customer shall not, directly or indirectly, assign this Agreement, or any rights or obligations hereunder, including, without limitation, by way of subleasing or sublicensing use of the Domain(s), without the prior written consent of Company, which consent may be granted or withheld in the Company's sole discretion. For the purpose of this section, an assignment shall include the sale of all or substantially all of the assets of Customer or its business, including by way of merger or reorganization. Any assignment in violation of the foregoing provisions of this Section shall be void and constitute a breach of this Agreement. Company may freely assign all or any of its rights or obligations hereunder without notice or consent to Customer.

b. Expenses. In the event that either Party to seeks legal recourse to enforce or effectuate the performance hereto, the prevailing Party shall recover all costs and expenses including reasonable attorneys' fees at trial, upon any appeal or, or enforcement of any judgment or award.

c. Governing Law. This Agreement and all performance obligations of Company shall be deemed to be performed at the location of Company as set forth in the Details Page and this Agreement and the respective rights and obligations of the parties shall be governed by and construed exclusively in accordance with the national laws of such jurisdiction without regard to the conflict of law principles thereof. Jurisdiction over any dispute arising out of or in connection with this Agreement shall be exclusively vested in the courts located in nearest proximity to the location of Company as set forth in the Details Page and each party expressly agrees to venue in such location and waives any argument that such forum is improper or inconvenient. Neither the execution nor performance of this Agreement shall subject Company to jurisdiction in any location other than that specified herein.

d. Entire Agreement. This Agreement, together with the Details constitutes the entire agreement between the parties with respect to the subject matter of such agreements and, together with all Schedules and Exhibits referenced herein or therein, supersedes all prior oral or written agreements and understandings between the parties with respect to the subject matter thereof. This Agreement is made between the parties and no third party shall derive rights of any nature hereunder.

e. Intellectual Property. Customer agrees that all trademark, copyright, patent, and other intellectual property rights in and to the Domain(s), or any portion thereof ("IP Rights"), shall remain with Company. Customer represents, warrants and covenants that, except following a valid exercise of Customer's Purchase Option, if any, it shall not at any time (during or after the Term) register or otherwise obtain, claim or assert any IP Rights, all IP Rights belonging solely and exclusively to Company. To the extent Customer obtains or asserts any IP Rights, it hereby, in addition to any other remedies available to Company, assigns IP Rights to Company and grants Company a valid power of attorney, coupled with an interest, to execute any documents or undertake any acts necessary to give effect to the provisions of this Section. No amount shall be due by Company in connection with such assignment or grant, the consideration therefor being Company's consent to this Agreement as a whole. Nothing contained in this Agreement (including Customer's exercise of any Purchase Option) shall prohibit or restrict the Company's right to register, use (or license to others) any other domain name nor or in the future, including those substantially identical or confusingly similar to any Domain(s) and Customer shall have no rights to any such other domain name.

f. Survival. The provisions of Sections 2, 3, 4, 5, 7, 8.g, 10, and each of Customer's representations and warranties shall survive expiration, termination or breach of this Agreement.

g. Invalidity or Severability. If any section or provision of this Agreement is determined to be void or unenforceable in whole or in part, it shall not affect or impair the validity or enforcement of any other provision of this Agreement and the offending provision shall be limited to the least extent possible to give effect to the parties' intentions.

h. Counterparts, Fax Signatures. 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 instrument. A scanned signature to this Agreement (whether via scanned attachment to email) will be fully binding and enforceable without requiring delivery of the original signature to this Agreement, although each party agrees to provide such originally signed Agreement upon request.

End of Schedule 1

