

DATED

(1) << >>

(2) << >>

DOMAIN NAME LICENCE

THIS AGREEMENT is made the day of

BETWEEN:

- (1) [<<Name of Owner>> a company registered in <<Country of Registration>> under number <<Company Registration number>> whose registered office is at <<Registered office>> (“the Owner”) and]

OR

[<<Name of Owner>> an individual whose address is <<Address>> (“the Owner”) and]

- (2) [<<Name of Licensee>> a company registered in <<Country of Registration>> under number <<Company Registration number>> whose registered office is at <<Registered office>> (“the Licensee”)]

OR

[<<Name of Licensee>> individual whose address is <<Address>> (“the Licensee”)]

WHEREAS:

- (1) The Owner currently owns the domain name <<Insert Domain Name>> (the “Domain Name”), having acquired title to it on <<Date>>. The Owner is the sole legal and beneficial owner of the Domain Name.
- (2) The Domain Name is registered with <<Domain Name Registrar>> (the “Registrar”).
- (3) The Owner wishes to licence the domain name to the Licensee, who shall have full use thereof for the term and subject to the terms and conditions set forth in this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day” means any day other than Saturday or Sunday that is not a bank or public holiday;

“Commencement Date” means <<Insert date of Agreement>>;

“Confidential Information” means all business, technical, financial or other information created or exchanged between the Parties in the course of performing their obligations under this Agreement including the existence of this Agreement; and

“Licence Period” means either the Initial Period or a Renewal Period as defined in Clause 2 of this Agreement.

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- 1.2 Unless the context of this Agreement requires otherwise, a reference in this Agreement to:
 - 1.2.1 "writing", and any other form of communication, includes a reference to any electronic or facsimile transmission or other similar means of communication;
 - 1.2.2 a statute or regulation includes a reference to that statute or regulation as in force at the relevant time;
 - 1.2.3 "this Agreement" and "Schedules" includes this Agreement and each of the Schedules attached to this Agreement at the relevant time;
 - 1.2.4 a Schedule includes a Schedule to this Agreement;
 - 1.2.5 a Clause or Paragraph includes a reference to a Clause of this Agreement or a Paragraph of the relevant Schedule; and
 - 1.2.6 a "Party" or "parties" includes the parties to this Agreement.
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the masculine gender shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

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2. Licence Term

- 2.1 The Owner shall lease the Domain Name to the Licensee for a period of <<e.g. 6 months>> (the "Initial Period") commencing on the Commencement Date (the "Initial Commencement Date").
- 2.2 Following the Initial Period, the Licensee shall be at liberty to renew the lease for periods of <<e.g. 1 year>> (each a "Renewal Period").
- 2.3 The first Renewal Period shall occur in accordance with the provision by the Licensee of written notice stating they wish to renew the lease beyond the Initial Period, such notice to be provided no later than <<e.g. 30>> days prior to the end of the Initial Period.
- 2.4 [All Renewal Periods shall occur in accordance with the provision by the Licensee of written notice stating they wish to renew the lease beyond the Initial Period, such notice to be provided no later than <<e.g. 30>> days prior to the end of the current Renewal Period.]

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[All Renewal Periods shall occur in accordance with the provision by the Licensee of written notice stating they wish to renew the lease beyond the Initial Period, such notice to be provided no later than <<e.g. 30>> days prior to the end of the current Renewal Period.]

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3. Licence Fees and Payment

- 3.1 The Licensee shall pay the Owner a sum of £<< >> in consideration of the use of the Domain Name for the Initial Period (the "Initial Fee").

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3.2 For each Renewal Payment, the Licensee shall pay to the owner the sum of £<< >> (each a "Renewal Payment") in accordance with sub-Clause 3.3 of this Agreement.

shall pay to the owner the sum of £<< >> (each a "Renewal Payment") in accordance with sub-Clause 3.3 of this Agreement.

3.3 Each Renewal Payment shall be made in full prior to the commencement of the relevant Renewal Period in equal monthly instalments.

Each Renewal Payment shall be made in full at least <<e.g. 15>> days prior to the commencement of the relevant Renewal Period] OR [in <e.g. 12>> days prior to the commencement of the relevant Renewal Period].

3.4 All payments to be made by the Licensee in accordance with this Clause 3 shall be made in sterling.

All payments to be made by the Licensee in accordance with this Clause 3 shall be made in sterling in accordance with the provisions specified in Schedule 1.

3.5 The Owner shall reserve the right to vary the payment terms in Schedule 1 to this Agreement and the Licensee shall accept such changes if such changes is provided in accordance with sub-Clause 3.5 of this Agreement.

The Owner shall reserve the right to vary the payment terms in this Clause 3 or to vary the provisions of Schedule 1, provided that reasonable written notice of such changes is provided in accordance with sub-Clause 3.5 of this Agreement.

4. **Hosting and Transfer of Domain Name**

[Following payment by the Licensee of the Initial Payment, for the term of this Agreement, the Licensee shall cause the Domain Name to be hosted on the Server nominated by the Owner in accordance with the provisions of this Agreement (the "DNS Server") and the Licensee shall ensure that the DNS Server is available for use by the Licensee within << >> Business Days of receipt of the Initial Payment.

Payment the Owner shall, for the term of this Agreement, cause the Domain Name to be hosted on the Server nominated by the Parties prior to this Agreement (the "DNS Server") and the Licensee shall ensure that the DNS Server is available for use by the Licensee within << >> Business Days of receipt of the Initial Payment.

OR

[The Parties hereby agree that the Licensee shall host the Domain Name on behalf of the Licensee for the duration of this Agreement, in return for additional appropriate hosting fees, such fees to be paid in accordance with Clause 3.2 of this Agreement.

The Licensee shall host the Domain Name on behalf of the Licensee for the duration of this Agreement, in return for additional appropriate hosting fees, such fees to be paid in accordance with Clause 3.2 of this Agreement.

5. **Rights**

5.1 All ownership rights and title in the Domain Name shall vest in the Owner throughout the term of this Agreement.

All ownership rights and title thereto shall continue to vest in the Owner throughout the term of this Agreement.

5.2 This Agreement shall not bestow any rights of title or ownership upon the Licensee.

This Agreement shall not bestow any rights of title or ownership upon the Licensee.

5.3 Throughout the term of this Agreement, the Licensee shall have the exclusive right to use the Domain Name in accordance with the usage limitations described in Schedule 2 to this Agreement.

Throughout the term of this Agreement, the Licensee shall have the exclusive right to use the Domain Name in accordance with the usage limitations described in Schedule 2 to this Agreement.

5.4 The Owner shall not assign or otherwise transfer the Domain Name to any third parties during the term of this Agreement.

The Owner shall not assign or otherwise transfer the Domain Name to any third parties during the term of this Agreement.

6. **Intellectual Property Rights**

6.1 The Licensee hereby agrees that it shall use the Domain Name only in accordance with the usage limitations described in Schedule 2 to this Agreement and that it does not intend to use the Domain Name as a trade mark or other intellectual property rights. The Licensee shall not assign or otherwise transfer any such rights upon the Licensee[, subject to sub-Clause 6.2 below].

The Licensee shall use the Domain Name only in accordance with the usage limitations described in Schedule 2 to this Agreement and that it does not intend to use the Domain Name as a trade mark or other intellectual property rights. The Licensee shall not assign or otherwise transfer any such rights upon the Licensee[, subject to sub-Clause 6.2 below].

6.2 [In the event that the Licensee uses the Domain Name as a trade mark, it is hereby agreed that the Licensee shall grant an exclusive licence for the use of that trade mark to the Owner for the term of this Agreement, such licence to have a term equal to the term of this Agreement.]

[In the event that the Licensee uses the Domain Name as a trade mark, it is hereby agreed that the Licensee shall grant an exclusive licence for the use of that trade mark to the Owner for the term of this Agreement, such licence to have a term equal to the term of this Agreement.]

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7. Owner's Warranties and

7.1 The Owner hereby

that:

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Domain Name

legal and beneficial owner of the

7.1.2 they have all
Name in acc

permit the licensing of the Domain
and conditions of this Agreement;

7.1.3 the Domain

claims and encumbrances;

7.1.4 there is, at
dispute cond

ate, no pending litigation or other
e or any related rights; and

7.1.5 the Domain
rights.

any trade mark or other third party

7.2 The Owner hereby
against any and all
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whether direct, in
contractual, tortious
alleging infringement
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y and hold harmless the Licensee
costs, legal costs, professional and
incurred or suffered by the Licensee
arising out of any dispute or
proceedings brought by a third party
property rights in respect of any of the
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7.3 The provisions of su

provided:

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possible following receipt of it;

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7.3.3 the Licensee
with any suc

reasonable assistance in connection
at the Owner's cost and expense.

8. Licensee's Warranties and

8.1 The Licensee hereby

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in such a way that infringes any
ht of the Owner or of any third

8.1.2 they will not
which may, t
offensive, ob

e in connection with any purpose
d and Wales, be deemed immoral,

8.2 The Licensee hereby
against any and all
other expenses of a
whether direct, in
contractual, tortious
alleging infringement
representations ma

ify and hold harmless the Owner
costs, legal costs, professional and
incurred or suffered by the Owner
arising out of any dispute or
proceedings brought by a third party
property rights in respect of any of the
ve or arising out of any breach by

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the Licensee of any claim or proceeding arising out of or in connection with the terms and conditions of this Agreement.

8.3 The provisions of sub-clause 8.3.1 to 8.3.3 shall apply to the Licensee provided:

8.3.1 the Owner shall not be liable to the Licensee of any claim or proceeding arising out of or in connection with the terms and conditions of this Agreement, possible following receipt of it;

8.3.2 the Owner shall not be liable to the Licensee of any claim or proceeding arising out of or in connection with the terms and conditions of this Agreement, and gives the Licensee sole authority to defend, settle, compromise, or bring a claim or proceedings at the Purchaser's expense;

8.3.3 the Owner shall provide the Licensee with reasonable assistance in connection with any such claim or proceedings at the Licensee's cost and expense.

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9. **Liability**

9.1 Subject to Clause 9.2, the Owner shall not be liable to the Licensee for any indirect or consequential loss or damage, even if such loss is reasonably foreseeable or the Licensee has been advised of the possibility of the Licensee incurring such loss or damage.

9.2 [The Owner's entire liability shall be limited to the amount of the contractual obligation or tortious act or omission of the Owner with this Agreement.]

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10. **Confidentiality**

10.1 During the term of this Agreement for any period of time specified in Clause 10.1, the following provisions shall apply to the Party receiving Confidential Information ("Receiving Party") from the other Party (the "Disclosing Party").

10.2 Subject to sub-Clause 10.2.1 to 10.2.3, the Receiving Party:

10.2.1 may not use Confidential Information for any purpose other than the performance of its obligations under this Agreement;

10.2.2 may not disclose Confidential Information to any person except the Disclosing Party; and

10.2.3 shall make Confidential Information confidential and shall prevent the use or disclosure of the Confidential Information.

10.3 The obligations of the Receiving Party under all provisions of this Clause 10 shall not apply to any Confidential Information that:

10.3.1 is in the public domain at the time of receipt by the Receiving Party or is placed in the public domain prior to its receipt by the Receiving Party;

10.3.2 is or becomes non-confidential through no fault of the Receiving Party;

10.3.3 is required to be disclosed by applicable law or regulation; or

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10.3.4 is received in accordance with the provisions of this Clause on reasonable notice and the Receiving Party shall be released from its obligations to the Disclosing Party who imposed such obligations.

Receiving Party from a third party who, in the event of the Receiving Party claims to have no liability to the Disclosing Party in respect thereof and the Disclosing Party shall be released from its obligations to the Receiving Party.

10.4 Without prejudice to the provisions of Clause 10.3.4, in the event of a breach of this Clause by the Receiving Party, the Receiving Party shall, without proof of special damage, be entitled to recover from the Disclosing Party any damages or other remedies which the Receiving Party may be entitled to recover in respect of such breach.

10.3.4, in the event of a breach of this Clause by the Receiving Party, the Receiving Party shall, without proof of special damage, be entitled to recover from the Disclosing Party any damages or other remedies which the Receiving Party may be entitled to recover in respect of such breach.

10.5 The obligations of the Receiving Party under this Clause shall survive the expiry or the termination of this Agreement for whatever reason.

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11. Termination

11.1 Subject to Clause 11.5, the Disclosing Party may terminate this Agreement in the event of a breach of the provisions set out in Clause 3 of this Agreement or in the event of non-payment of the Licence Fees in accordance with Clause 3.3.

11.1 Subject to Clause 11.5, the Owner may terminate this Agreement in the event of a breach of the provisions set out in Clause 3 of this Agreement or in the event of non-payment of the Licence Fees in accordance with Clause 3.3.

11.2 Following the Initial Licence Period, the Disclosing Party may terminate this Agreement at any time and for any reason by giving the Receiving Party <<e.g. 30>> days' written notice, such notice to be given in writing and to take effect at the end of the current Licence Period.

11.2 Following the Initial Licence Period, the Owner may terminate this Agreement at any time and for any reason by giving the Receiving Party <<e.g. 30>> days' written notice, such notice to be given in writing and to take effect at the end of the current Licence Period.

11.3 Subject to Clause 11.5, the Disclosing Party may terminate this Agreement in the event of a breach of the provisions set out in Clause 4 of this Agreement or in the event of non-payment of the Licence Fees in accordance with Clause 4.3.

11.3 Subject to Clause 11.5, the Licensee may terminate this Agreement in the event of a breach of the provisions set out in Clause 4 of this Agreement or in the event of non-payment of the Licence Fees in accordance with Clause 4.3.

11.4 [Following the Initial Licence Period, the Disclosing Party may terminate this Agreement at any time and for any reason by giving the Receiving Party <<e.g. 30>> days' written notice, such notice to be given in writing and to take effect at the end of the current Licence Period.]

11.4 [Following the Initial Licence Period, the Owner may terminate this Agreement at any time and for any reason by giving the Receiving Party <<e.g. 30>> days' written notice, such notice to be given in writing and to take effect at the end of the current Licence Period.]

11.5 Either Party has the right to terminate this Agreement immediately if the other:

11.5 Either Party has the right to terminate this Agreement immediately if the other:

11.5.1 has committed a breach of this Agreement, unless such breach is corrected within the time period specified in Clause 11.5.2; or

11.5.1 has committed a breach of this Agreement, unless such breach is corrected within the time period specified in Clause 11.5.2; or

11.5.2 goes into bankruptcy, liquidation or is otherwise unable to pay its debts as they fall due for the purposes of the provisions of the Companies Act 1985 (or any corresponding provisions of any other Act) or is amalgamated with or taken over by any other person or any part of its business is transferred to any other person.

11.5.2 goes into bankruptcy, liquidation or is otherwise unable to pay its debts as they fall due for the purposes of the provisions of the Companies Act 1985 (or any corresponding provisions of any other Act) or is amalgamated with or taken over by any other person or any part of its business is transferred to any other person.

11.6 In the event of termination of this Agreement, any amounts payable by the Receiving Party to the Disclosing Party shall become due and immediately payable.

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12. Assignment

Neither Party shall assign, sub-license, or in any other manner make over to any third party the benefit of this Agreement without the prior written consent of the other, such consent not to be unreasonably withheld.

Neither Party shall assign, sub-license, or in any other manner make over to any third party the benefit of this Agreement without the prior written consent of the other, such consent not to be unreasonably withheld.

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13. Notices

- 13.1 All notices under this Agreement shall be in writing.
- 13.2 Notices shall be deemed to have been given:
 - 13.2.1 when delivered by hand to the recipient or by courier or other messenger (including express couriers) during business hours of the recipient;
 - 13.2.2 when sent, by facsimile, electronic mail or e-mail and a successful transmission is confirmed;
 - 13.2.3 on the fifth Business Day after the date of posting, if mailed first class, postage prepaid; or
 - 13.2.4 on the tenth Business Day after the date of posting, if mailed by airmail, postage prepaid.
- 13.3 In each case notices shall be sent to the most recent address, e-mail address, or facsimile address of the recipient as last provided to the other party.

14. Force Majeure

Neither Party to this Agreement shall be liable for any failure or delay in performing its obligations where such failure or delay is caused by any cause that is beyond the reasonable control of that Party. Such causes shall include, but are not limited to: power outages, natural disasters, governmental action, civil unrest, fire, flood, strikes, riots, war, and any other event that is beyond the control of the Party.

15. Severance

The Parties agree that, if any provision of this Agreement is found to be unenforceable, that / those provisions shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall remain enforceable.

16. Entire Agreement

- 16.1 This Agreement constitutes the entire agreement and understanding between the Parties and shall supersede all prior oral or written agreements, understandings, or arrangements relating to the subject matter of this Agreement. No Party shall be entitled to rely on any agreement, understanding or arrangement not expressly set forth in this Agreement, save as otherwise provided herein.
- 16.2 Unless otherwise provided, this Agreement may be amended or modified only by an instrument signed by both of the Parties.

17. No Waiver

The Parties agree that no course of dealing or any course of performance shall constitute a waiver of any provision in this Agreement. The failure to enforce the performance of any provision shall not constitute a waiver of the right to subsequently enforce the performance of any provision.

enforce that provision or any other provision of this Agreement shall not be deemed to be a waiver of the right to enforce that provision or any other provision of this Agreement and shall not constitute a continuing waiver of that right.

Agreement. Such failure shall not constitute a waiver of the right to enforce that provision or any other provision of this Agreement and shall not constitute a continuing waiver of that right.

18. [Dispute Resolution (Arbitration)]

18.1 It is agreed that any dispute or controversy arising between the Parties in connection with or arising out of this Agreement shall be referred to the arbitration of a single arbitrator with the necessary qualifications and practical experience to resolve the particular dispute.

reference relating to this Agreement shall be referred to the arbitration of a single arbitrator with the necessary qualifications and practical experience to resolve the particular dispute.

18.2 The arbitrator shall be appointed in accordance with the Arbitration Act 1996 (as amended) or in the event of failure to agree shall be appointed in accordance with the time being of the Law Society of England and Wales.

or in the event of failure to agree shall be appointed in accordance with the time being of the Law Society of England and Wales.

18.3 The arbitration shall be conducted in accordance with the Arbitration Act 1996 (as amended) and shall be in accordance with the time being in force of the Arbitration Act 1996 (as amended) or in the event of failure to agree shall be appointed in accordance with the time being of the Law Society of England and Wales.

on>> and shall be in accordance with the time being in force of the Arbitration Act 1996 (as amended) or in the event of failure to agree shall be appointed in accordance with the time being of the Law Society of England and Wales.

18.4 The Parties shall provide to the arbitrator all information reasonably requested by him in connection with the dispute, imposing appropriate obligations of confidentiality on the Parties.

arbitrator all information reasonably requested by him in connection with the dispute, imposing appropriate obligations of confidentiality on the Parties.

18.5 The Parties shall render his decision in accordance with the Arbitration Act 1996 (as amended) requested or if this is not practicable. The Parties shall use all reasonable endeavours to assist the arbitrator to achieve this objective.

use all reasonable endeavours to assist the arbitrator to achieve this objective. The Parties shall use all reasonable endeavours to assist the arbitrator to achieve this objective.

18.6 The Parties shall share the costs of the arbitrator equally. The costs shall be borne equally by the Parties.

uses of the arbitrator equally. The costs shall be borne equally by the Parties.

18.7 [The Parties agree that any application or appeal to the courts of England and Wales in connection with the arbitration.]

application or appeal to the courts of England and Wales in connection with the arbitration.]

19. Law and Jurisdiction

19.1 This Agreement (including any dispute or controversy arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the law of England and Wales.

ual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the law of England and Wales.

19.2 [Subject to the provisions of clause 18,] any dispute, controversy, claim or proceedings or claim (including any non-contractual dispute or controversy arising therefrom or associated therewith) shall fall to be determined by the courts of England and Wales.

18,] any dispute, controversy, claim or proceedings or claim (including any non-contractual dispute or controversy arising therefrom or associated therewith) shall fall to be determined by the courts of England and Wales.

IN WITNESS WHEREOF this Agreement
before written

executed the day and year first

SIGNED by

<<Name and Title of person signing
for and on behalf of <<Owner's Name

In the presence of
<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing
for and on behalf of <<Licensee's Name

In the presence of
<<Name & Address of Witness>>

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Additional Payment Provisions

<<Insert Details>>

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Domain Name Usage Limitations

<<Describe Limitations>>

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