Appendix 5A

INTERNET DOMAIN NAME PURCHASE AGREEMENT

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This Internet Domain Name Purchase Agreement (“Agreement”) is made as of the [EFFECTIVE DATE] (“Effective Date”) by and between [SELLER] (“Seller”) and [BUYER] (“Buyer”). Seller and Buyer are each referred to in this Agreement as a “Party” and collectively as the “Parties.”

Background

A. Seller is the current registrant listed in the records of [REGISTRAR OF RECORD] (“RoR”) as the owner of the Internet domain name [DOMAIN NAME] (the “Domain Name”); and

B. Buyer desires to purchase and acquire all right, title and interest in or associated with the Domain Name and Seller desires to transfer same to Buyer on the terms and conditions set forth in this Agreement;

Agreement

1. Domain Name Assignment.

(a) Seller hereby sells, conveys, assigns, and otherwise transfers to Buyer all of Seller’s right, title, and interest in, to, and associated with the Domain Name.

(b) Seller shall transfer the Domain pursuant to Section 3 and in accordance with the terms and conditions set forth in the Escrow Agreement (as defined below).

2. Payment.

(a) Buyer shall pay Seller U.S. [PURCHASE PRICE] as the total purchase price for the Domain Name (the “Purchase Price”) plus pay [ESCROW AGENT] (“Escrow Agent”) transfer and escrow fees not to exceed [ESCROW FEES]. Concurrent with the execution of this Agreement, Buyer and Seller shall enter into an escrow agreement substantially in the form attached to this Agreement as Exhibit A (the “Escrow Agreement”).

(b) Buyer shall pay the Purchase Price in accordance with the terms and conditions set forth in the Escrow Agreement.

(c) Buyer and Seller shall cooperate and take all steps necessary to effect the transfer of the Domain Name and to otherwise achieve the goals contemplated by this Agreement and the processes set forth in the Escrow Agreement.

3. Transfer of Domain Name.

(a) Within [two (2)] business days following Escrow Agent’s receipt of this Agreement, fully executed by Buyer and Seller, Escrow Agent shall initiate an electronic request to Seller to transfer the Domain Name to the Escrow Registration Account (as defined in the Escrow Agreement). Seller shall execute and deliver all other instruments of sale, transfer, conveyance, assignment, and confirmation and take any other action as may reasonably be deemed necessary or desirable in order to effectuate and confirm the transfer of the Domain Name to the Escrow Registration Account. The Domain Name will remain in the Escrow Registration Account until Buyer has fulfilled its payment obligations under this Agreement, at which time control of the Escrow Registration Account will be transferred by Escrow Agent to Buyer.

(b) Following the execution of this Agreement and the Escrow Agreement, the Domain Name will not be returned to Seller absent: (1) breach of the Escrow Agreement by Buyer; or (2) award of the arbitrator pursuant to Section 8.

(c) In the event the Domain Name is returned to the Seller pursuant to the terms of the Escrow Agreement: (i) Seller may keep all funds paid by Buyer prior to termination; and (ii) Buyer will have no further liability to Seller except for a continuing duty to indemnify Seller from third-party claims to the extent that the third-party claims are based on Buyer’s actions of use of the Domain during the Escrow Period (as defined in the Escrow Agreement).

(d) In the event of termination pursuant to the Escrow Agreement, the portion of the purchase price paid prior to termination represents a fair and reasonable license fee for Buyer’s use of the Domain Name during the Escrow Period, and no additional damages or penalty will attach.

4. No Competition.

(a) Seller shall not challenge, interfere, solicit, encourage, or assist others to challenge or otherwise interfere with Buyer’s title, interest, right, or use of the Domain Name. Seller will not himself, or enable or allow another to, take any action or refrain from any action or otherwise support any claim that may detrimentally affect the registrability, validity of or commercial value associated with the Domain Name, including the associated goodwill.

(b) Notwithstanding Section 4(a), in the event that registration and ownership is returned to Seller pursuant to the terms of the Escrow Agreement, all goodwill associated with the Domain Name will inure to Seller, and from the date of the transfer from Buyer to Seller, Buyer shall not challenge, interfere, solicit, encourage or assist others to challenge or otherwise interfere with Seller’s title, interest, right or use of the Domain Name.

5. Representations and Warranties of Seller. Seller represents and warrants to Buyer that:

(a) Seller is the sole registrant listed in the records of RoR as the owner of the registration of the Domain Name.

(b) Seller has not used and will not make or use any fraud, misrepresentation, or otherwise any false statement in the process of registration and maintenance of the registration of the Domain Name on or in connection with the transaction underlying this Agreement.

(c) No fees are owing to RoR or any government agency or other entity or party with regard to the registration of the Domain Name; the registration agreement for the Domain Name is in full force and effect; all registration fees to RoR are current and will remain so until close of escrow; and Seller shall deliver under this Agreement free, clear and marketable title to the Domain Name.

(d) Seller has not licensed or otherwise allowed or enabled the use of the Domain Name to any other person or entity, or granted any right with respect to the Domain Name to any other person or entity, that may, in any manner, restrict, impede, or adversely affect Buyer’s rights in this Agreement.

(e) Seller has the full right, power, and authority to enter into this Agreement and the Escrow Agreement and to effectuate the transfer of the Domain Name and to execute any other document necessary to perfect the transaction contemplated in this Agreement.

(f) Seller has not obtained a trademark registration or filed any application to register a trademark with the U.S. Patent and Trademark Office or other agency (domestic or foreign) of the Domain Name or any other mark confusingly similar to the Domain Name.

(g) No claim has been made, and no claim is pending, by any person, that the Domain Name or the use of the Domain Name infringes the rights of any other person, or challenges or questions the validity or effectiveness of Seller’s rights in or registration of the Domain Name.

(h) Seller does not currently own any domain names other than the Domain Name that include the string “[TOP LEVEL DOMAIN NAME]”. Seller will refrain from registering any domain name that includes the string “[TOP LEVEL DOMAIN NAME]” at any time in the future.

6. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that:

(a) Buyer has the full right, power, and authority to enter into this Agreement and the Escrow Agreement and to perform the obligations required by the agreements.

(b) Buyer has not and will not make during the term of the Escrow Agreement any fraudulent or false statements or misrepresentations in connection with the transaction contemplated by this Agreement.

(c) During the Escrow Period, Buyer will use commercially reasonable good-faith efforts to maintain and enhance the value of the Domain Name and the goodwill associated with the Domain Name. Buyer will not use the Domain Name or any website associated with the Domain Name for any illegal or fraudulent purpose, and will comply with all applicable consumer protection laws (including without limitation laws relating to SPAM and consumer privacy).

(d) During the Escrow Period, Buyer (including Buyer’s employees, officers, directors, agents, and affiliates) will use the Domain Name on Buyer’s behalf. Buyer will not sub-license the Domain Name to any third party of which Buyer is not an owner, nor will Buyer redirect traffic from the Domain Name to another website not operated by Buyer.

(e) During the Escrow Period, Buyer will not knowingly use the Domain Name or any website accessible from the Domain Name to promote or publish content that is scandalous, defamatory, obscene, pornographic, infringing, or that violates the rights of any third party.

7. Limitation of Liability; Indemnification.

(a) Each Party may act in reliance upon any instructions, instrument, or signature reasonably believed to be genuine. Each Party may assume that the other Party’s counsel who gives any written notice, request, or instruction under this Agreement has the authority to do so. No advice or information, whether oral or written, obtained by either Party shall create any warranty or representation not expressly made in this Agreement with regard to the subject matter contemplated in this Agreement. In no event will either Party be liable to the other for incidental, consequential, or punitive damages except as provided in this Agreement.

(b) Seller shall indemnify, defend, and hold harmless Buyer and its current, former, and future employees, directors, shareholder or member, heirs, agents assigns, and representatives (“Buyer Indemnitees”) from and against any liability, damage, loss, or expense incurred or imposed upon Buyer Indemnitees, including attorney fees, in connection with (i) any claims, actions, demands, or judgments concerning use or ownership of the Domain Name prior to the Effective Date, other than claims, actions, demands, or judgments arising from a breach by Buyer of this Agreement; or (ii) any breach by Seller of any of its representations, warranties, or obligations under this Agreement.

(c) Buyer shall indemnify, defend, and hold harmless Seller and its current, former, and future employees, directors, shareholder or member, heirs, agents assigns, and representatives (“Seller Indemnitees”) from and against any liability, damage, loss, or expense incurred or imposed upon Seller Indemnitees in connection with (i) any claims, actions, demands, or judgments concerning use or ownership of the Domain Name following the Effective Date, other than claims, actions, demands, or judgments arising from a breach by Seller of this Agreement; or (ii) any breach by Buyer of any of its representations, warranties or obligations under this Agreement.

8. Arbitration. Any controversy or claim arising out of or in connection with this Agreement will be settled by arbitration before a single arbitrator in [PLACE OF ARBITRATION], in accordance with the then-prevailing Rules of Commercial Arbitration of the American Arbitration Association, and judgment on the award granted by the arbitrator may be entered in any court having competent jurisdiction thereon. The arbitrator shall award the prevailing party its costs and reasonable attorney fees. Neither Party will be obligated under this Section 8 for any breach for which injunctive relief is sought.

9. General.

(a) This Agreement is personal, and no Party may assign or transfer any of the rights or obligations under this Agreement without the express written consent of the other Party.

(b) This Agreement will be governed by and construed in accordance with the laws of the State of [STATE], excluding its conflict of laws provision. If any provision of this Agreement is held to be void or contrary to law, the provision will be construed as nearly as possible to reflect the intention of the Parties, with the other provisions remaining in full force and effect.

(c) This Agreement, together with the Escrow Agreement and all related exhibits, attachments, and schedules, constitutes the sole and entire agreement between the Parties regarding the subject matter herein and therein, and any and all previous representations, discussions, and writings are merged and superseded by this Agreement.

(d) This Agreement may only be amended, modified, or supplemented by a written agreement signed by the Parties.

(e) The Parties shall use all appropriate good-faith efforts to cause RoR to transfer registration of the Domain Name to Buyer as soon as practicable after the date of this Agreement consistent with the schedule set forth in the Escrow Agreement. If the transfer is not completed within [thirty (30)] calendar days after the date of this Agreement, either Party may, by written notice to the other, terminate this Agreement. After the termination, both Parties shall use all appropriate good-faith efforts to cause RoR to maintain the registration of the Domain Name in Seller’s name. Upon confirmation from RoR that the transfer request has been withdrawn and that Seller is the registered owner of the Domain Name, all fees deposited will be returned to Buyer, less any fees payable to any third parties, including, without limitation, any fees owing to RoR and to Escrow Agent.

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| SELLER: | BUYER: |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

EXHIBIT A

Escrow Agreement

Attached.