

DOMAIN NAME LICENSE AGREEMENT
GradeGov(insert state abbrev.)com

THIS DOMAIN NAME LICENSE AGREEMENT is made this ___ day of _____, 20___, by and between GRADEGOV, INC., a corporation organized under the laws of the State of Nevada and having its principal place of business at _____ (“*Licensor*”), and _____ (“*Licensee*”) having its principal place of business at _____.

RECITALS:

- A. Licensor is the registered owner of the trademark and domain name known as “GradeGov.com”, as well as the owner of the domain name known as GradeGov___.com (the “*Licensed Name*”). Licensor further operates the website known as GradeGov.com, whose purpose and goal is to provide the US electorate a means to monitor issues and participate in public policy debates at the federal level. Licensor believes that the effort to increase public participation at the state and local level in the same manner applied by Licensor at the federal level would have a positive impact on public discourse and policymaking.
- B. Licensor is willing to allow Licensee to use the Licensed Name for the fee and on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and One Dollar and other good and valuable consideration, Licensor and Licensee agree as follows:

1. **License**. Licensor hereby grants Licensee the exclusive, non-assignable right to use the Licensed Name for the purposes of operating a website applying the GradeGov approach to state and local officials and issues in the State of Virginia (hereinafter “*State*”), and related topics. Ownership of the Licensed Name shall, at all times, remain with Licensor. Licensee’s use of the Licensed Name must comply with all laws, ordinances, and regulations relating to the possession or use of domain names, and the Licensed Name shall not be used for adult content, the sale of firearms, the mailing of spam or any illegal or unethical use, in the sole and exclusive opinion of Licensor. Licensee shall, during the term of this Agreement and at its sole expense, defend the Licensed Name against any infringing uses which become known to Licensee in the State. Licensee shall not assign, transfer, sub-license or make any alterations to the Licensed Name without the express prior written consent of Licensor. Licensor may transfer the Licensed Name to another party, provided such party agrees to honor Licensee’s rights under this Agreement.
2. **License Fee**. In consideration of the license granted, Licensee agrees to pay Licensor a licensee fee of **one hundred and eighty nine dollars (\$189.00)** per month, which fee shall be payable upon execution of this Agreement month to month due no later than the tenth day of each month. If licensee pays 1 year in advance, one month will be provided free for the advance payment of **\$2,079**.
3. **Term**. Unless sooner terminated as provided below, this Agreement shall have an initial term of ___ months commencing on _____, 20___ and ending on _____, 20___. Unless renewed, upon the expiration or earlier termination of this Agreement, Licensor shall have the right to re-transfer the Licensed Name as desired.
4. **Delivery of Licensed Name**. Upon execution of this Agreement and payment of the License fee, Licensor shall deliver the Licensed Name to Licensee by forwarding type-in traffic, or, by executing whatever consents are deemed necessary by the Licensee’s server services provider: Licensee shall use the internet service

Domain Name License Agreement dated _____
GradeGov___.com

provider to host its website using the Licensed Name designated from time to time by Licensor. Domain registration shall remain the responsibility of the Licensor during the term of this Agreement. Licensor shall keep registration up to date; provided, however, that Licensor shall not be liable to Licensee for any acts or omissions of any domain name registrar or other conduct beyond Licensor's control.

5. **Permitted Use.** Licensee shall have the right to design and effect a web design that reflects and accommodates the exigencies of the State for which it is being designed. Before going live to the internet public, Licensee shall submit the website using the Licensed Name (including metatags and similar hidden coding) to Licensor for approval, which shall not be unreasonably withheld. All income shall be generated through advertising and not via membership or other use fees charged to users of and visitors to the website using the Licensed Name. Visitor and User information, a copy of which shall be provided to Licensor on a quarterly basis, shall be co-owned by Licensor and Licensee. Licensee shall provide a banner link to GradeGov.com on the website, and Licensor shall have the right to access and use on GradeGov.com any data or presentations of data created by Licensee without fee or limitation. Conversely, GradeGov.com shall link to Licensee's website under "State Links". All terms of use set out at GradeGov.com shall be adopted, displayed and respected by Licensee, including modifications thereto. All polls and other opinions must include the advisory that they are not the opinion of GradeGov.com or the Licensee. On a non-discriminatory basis, Licensee may negotiate and enter into arrangements with public officials for posting their comments and links to official websites and social media used by them publicly such as Facebook and Twitter.

6. **Prohibited Use.** Licensor shall not use the website to **PERSONALLY** endorse any public official, political party or issue, and Licensor shall not manipulate or create a false impression about any data displayed or used on the website. No information collected from site users or visitors shall be sold or transferred to any third party for any reason.

5. **Acknowledgement and Indemnification.** Licensee acknowledges that use of the Licensed Name may be subject to the applicable laws in all jurisdictions in which the Licensed Name is used or accessible, including laws concerning trademarks and other types of intellectual property. This Agreement confers no trademark rights or other intellectual property rights in the Licensed Name. Licensee shall use the Licensed Name only in conformance with all such applicable laws and shall indemnify and defend Licensor from any and all claims, demands, losses, expenses or liabilities, including attorney's fees, which are incurred, directly or indirectly by Licensor and arise in any manner from or in connection with Licensee's use of the Licensed Name.

6. **Warranties.** Licensor warrants that the Licensed Name is registered in the name of Licensor. Licensor expressly disclaims any other express or implied warranties of any nature with respect to the Licensed Name including, without limitation, any implied warranty of merchantability, implied warranty of non-infringement or any implied warranty of fitness for a particular purpose.

7. **Limitation of Liability.** Licensor shall not be liable to Licensee for any incidental, consequential, or punitive damages relating to the use, or the inability to use, the Licensed Name or domain name forwarding and e-mail forwarding, it being acknowledged that those services are provided by a third party over whom Licensor has no control. It will be the sole responsibility of Licensee to check that the forwarding services are working correctly. In any event, Licensor shall have no liability to Licensee for any amount in excess of the amount of the pro-rated portion of the License Fee set forth herein.

8. **Default.** The occurrence of any of the following shall constitute a default by Licensee under this agreement: (i) the failure to make a required payment under this Agreement when due; (ii) the violation of any other provision or requirement that is not corrected within seventy two (72) hours after written notice of the violation is given.

9. **Remedies.** In addition to any other rights or remedies afforded Licensor by law, if Licensee is in default

under this Agreement, Licensors may, without notice to or demand upon Licensee, re-take possession of the Licensed Name and terminate Licensee's ability to use the same.

10. **Notices.** Any notice required or permitted under this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement or when personally delivered or received via e-mail.

11. **Controlling Law; Litigation.** This Agreement has been made and shall be performed under the laws of the State of Florida without respect to its choice of law considerations, and the laws of said state shall control the interpretation and enforcement of this Agreement. The parties agree that any litigation arising from or in connection with any dispute between the parties under this Agreement shall be brought in the Circuit Court in and for Marion County, Florida. The parties agree that this Agreement bears a rational relationship to the State of Florida, and they consent to the personal jurisdiction of such state and further consent and stipulate to venue in the above-described court.

12. **Entire Agreement; Modification.** This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements regarding the subject matter of this Agreement. There are no verbal agreements that change this Agreement, and no modification or alteration of this Agreement shall be effective unless in writing and signed by all parties hereto.

Licensors:

Licensee:

By: _____

By: _____

Its: _____

Its: _____

Email: _____

Email: _____