



dotAM® - The .AM Top-Level Domain

**Short · Expressive · Clever · Inspiring - Get a name that ends in .AM**

## PER DOMAIN TRADEMARK LICENSING AGREEMENT

This Trademark Licensing Agreement ("Agreement") is entered into on Date: \_\_\_\_\_, by and between:

**LICENSOR:** BRS Media Inc., 350 Townsend St. Ste 321, San Francisco CA 94107-1696

**LICENSEE:** \_\_\_\_\_

### 1. LICENSE GRANT

**1.1 Grant of License.** Licensor grants Licensee a non-exclusive, non-transferable, revocable license to use the trademark "Trademark" (the "Trademark") in connection with the domain name: \_\_\_\_\_. This license is limited and is subject to the terms and conditions set forth in this Agreement.

**1.2 Term.** This license is valid for a period of one year, commencing on the effective date and will automatically renew for an additional one-year term upon payment of the annual licensing fee.

### 2. PAYMENT

**2.1 License Fee.** In consideration for the rights granted under this Agreement, Licensee agrees to pay Licensor an annual license fee of **\$65.00 US per year**, payable in full within 30 days of the Effective Date and subsequently on each anniversary of the Effective Date during the term of this Agreement.

**2.2 Late Payment.** In the event that Licensee fails to make timely payments, Licensor may, at its discretion, charge a late fee of \$1.75 US per day for each day the payment is overdue.

**2.3 Taxes.** Licensee shall be responsible for any and all taxes associated with the license fee or any other payments made under this Agreement.

### 3. QUALITY CONTROL

**3.1 Quality Standards.** Licensee shall ensure that all products or services using the Trademark meet the quality standards and specifications provided by Licensor. Licensor has the right to inspect Licensee's products or services to verify compliance with these standards.

**3.2 Right of Inspection.** Licensor may, at any reasonable time, inspect Licensee's operations to ensure compliance with the terms of this Agreement.

### 4. INTELLECTUAL PROPERTY

**4.1 Ownership.** Licensee acknowledges that the Trademark is and shall remain the sole property of Licensor. Licensee shall not acquire any rights, title, or interest in the Trademark other than the right to use it in accordance with this Agreement.



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## 5. TERMINATION

**5.1 Termination by Licensor.** Licensor may terminate this Agreement, effective immediately, if Licensee fails to comply with any material term or condition of this Agreement.

**5.2 Termination by Licensee.** Licensee may terminate this Agreement by providing written notice to Licensor at least 30 days before the intended termination date.

## 6. CONFIDENTIALITY

**6.1 Confidentiality.** Both parties agree to keep all non-public information received from the other party confidential and not to disclose it to any third party without the written consent of the disclosing party.

## 7. GOVERNING LAW

**7.1 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

## 8. ENTIRE AGREEMENT

**8.1 Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Licensing Agreement as of the Effective Date.

**LICENSOR: BRS Media Inc.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LICENSEE:** \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_