

# **iStudent.com License Agreement**

**eCorp**

Hereinafter referred to as the “lessor/Licensor”, and the party wishing to utilize use of the domain: iStudent.com

**iFreelance.asia**

Your Address here

Hereinafter referred to as the “lessee/Licensee”.

agree as follows:

*All aspects of the terms are in force unless where written agreement by both parties states otherwise.*

*The headings in these terms are for ease of reference only and shall not affect the construction or interpretation of the terms.*

*References in these terms to any statute or statutory instrument shall include any re-enactment, modifications or amendments thereto for the time being in force.*

*In these terms, unless the context otherwise requires, words importing the singular number include the plural and vice versa, words importing a gender shall include all genders and words importing persons shall include un- incorporated associations and partnerships and any entity with legal standing.*

## **1 Subject-matter of the Agreement License**

1.1 The Licensor hereby grants to the Licensee an exclusive license to use the Domain Name during the term of this agreement. Lessor is the proprietor of the domain name "iStudent.com" hereinafter referred to as the Domain Name.

1.2 All web content added to the domain name by the Lessee will remain copyright and owned by them.

1.3 Lessor agrees to a partnership with the Domain Names to the Lessee referred to in section 1.1 above.

1.4 Lessor and Lessee agree that the Lessee will jointly partner on the Domain Name with an agreed revenue share referenced section 3.0

## **2 Term**

2.1 The term of this agreement shall be for a period of 3 months or until either party initiates exercises the termination clause provisions in Section 6 based on the outlined agreed terms.

## **3 Compensation**

3.1 The Lessee will pay a revenue share to lessor/Licensor based on the following model:

- 25% revenue on any closed opportunities which derived via the iStudent.com platform in which the lessee/Licensee utilized it's own resource to fulfil the service offering.
- 25% of the commission received via vendor partners which fulfil service offerings that lessor/Licensor are unable to complete through their own resource

3.2 A monthly accounting will be generated and emailed directly to the Lessor at the close of each month specifically on the 10th.

3.3 The payments due will be paid by the 15th of the subsequent month.

3.4 A real-time reporting platform which providing direct access to use and accounting statistics for the Domain Name for the lessor will be provided by the lessee/Licensee to the Licensor.

3.5 If a payment is missed or not completed without prior written agreement, the Lessor reserves the right to cancel this agreement within 14 days of this occurrence and will may seek legal action to recover the outstanding money owed.

3.6 The payments will remain in effect through the existence of this agreement. Should the contract be terminated by the lessor/Licensor, the payment will cease.

#### **4 Use of the Domain Name**

4.1 The Lessor shall undertake any reasonable acts within their responsibility ability which are necessary in order to enable the usage of the Domain Names by the Lessee.

4.2 On leasing and using the Domain Names the Lessee agrees they are aware and understand the Nominet terms and conditions.

4.3 On leasing and using the Domain Names the Lessee agrees they are aware and understand the Nominet Dispute Resolution Service policy.

4.4 On leasing and using the Domain Names the Lessee agrees they will use all reasonable endeavours to meet any third party rights by use of the domain name.

4.6 On leasing and using the Domain Name the Lessee agrees they will not act 'abusively' with their use of the Domain Name as defined by the Nominet Domain Resolution Service Policy.4.3 The Licensee undertakes that its use of the Domain Name under this Agreement:

- (a) will comply in all material respects with the applicable registry's terms and conditions in force from time to time;
- (b) will not breach any applicable law, statute, regulation or legally binding code; and
- (c) will not infringe the legal rights of any person in any jurisdiction.

4.4 Licensee shall provide backlinks and certain acknowledgements on the Domain Name website, as directed by Licensor.

## **5 Indemnification**

Licensee shall defend, indemnify and hold harmless Licensor, its managers, officers, members, employees and agents from and against any claims, actions, suits, losses, damages, fines, liabilities, judgments, costs and expenses (including attorney fees) arising out of or relating to (a) any breach by Licensee of any term of this Agreement; (b) Licensee's use of the Domain name; or (c) any violation of any U.S. federal, state or local law, regulation or ordinance resulting from Licensee's use of the Domain Name.

## **5 Extension of the lease agreement**

5.1 On completion of the agreement term (2.1) the Lessor, at its sole discretion, agrees to offer the Lessee an extension of the agreement terms for another 3 months at the same monthly rate which is agreed in this lease agreement. (3.1). If the Lessee does not require an extension of the agreement, then full control of the Domain Name will be returned to the Lessor within 1 day.

## **6 Termination**

6.1 This agreement may be terminated by the Lessor or Lessee on giving notice of termination one month's notice to the lessee upon 15 days prior written notice.

6.2 This agreement may be terminated by the Lessee on giving notice of termination one month prior to termination to the Lessor.

6.3 Upon termination of this Agreement, the license granted to Lessee hereunder shall terminate, and the full control and rights to the domain Domain name Name will revert to the Lessor.

6.4 If this agreement is terminated, the Lessee agrees they have no claim to control, use, own or benefit from any or aspect of the Domain Name (for example but not limited to; Search engine ranking).

6.5 For clarity on termination the Lessee forfeit all claims, rights and benefit involving the domain Domain

6.6 The Lessor may terminate the agreement should the Lessee not provide \$1k in revenue payments back to the Lessor in the first 3 months that an operational website exists on the Domain Name

## 7 Confidentiality

7.1 The Lessee agrees to keep the existence and nature of these terms and any associated agreement and any discussions between the Lessee and their professional advisors and the Lessor in relation thereto confidential and not to release or make any announcement, publicity statement, advertisement or any other disclosure with regard to this transaction without the prior written consent of the Lessor.

## 8 Severability

8.1 If a provision of the present Agreement is or becomes void or unenforceable, this shall not affect the remainder of the Agreement.

Accepted and Agreed

eCorp

\_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ [name]

\_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ [position]

**[iFreelance Asia Signature:**

\_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ [name]

\_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ [position]