AGREEMENT TO LINK WEBSITES

This Agreement to Link Websites (the "Agreement") is made and effective the [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the "Licensor"), a company organised and existing under the laws of the [STATE/PROVINCE] of [COUNTRY], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND: [LICENSEE NAME]** (the "Licensee"), a company organised and existing under the laws of the [[STATE/PROVINCE] of [COUNTRY], with its head office located at:

 [COMPLETE ADDRESS]

**RECITALS**

WHEREAS, the Licensor is the owner and operator of a site on the World Wide Web which is devoted to [DESCRIBE] and which is located at the following domain address: [ADDRESS] ("Licensor's Site");

WHEREAS, the Licensee is the owner and operator of a site on the World Wide Web which is devoted to [DESCRIBE] and which is located at the following domain address:  [ADDRESS] ("Licensee's Site");

WHEREAS, the Licensee would like to have a graphic link on the Licensor's Site that the Licensor’s site uses can use to get to the Licensee’s Site; and,

WHEREAS, the Licensor is willing to provide such a link to the Licensor’s Site for the Licensee, in consideration for receiving compensation as set forth in this Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth herein, the Licensor and the Licensee agree as follows:

1. **LINK GRAPHIC AND POSITION**

The Licensee’s Image shall be placed on the Licensor’s Home Page so that the Link Graphic is immediately visible when the Licensor’s Home Page is first loaded on a standard VGA monitor when the browser is in full-screen configuration. In this configuration, the Licensee’s Image shall not be less than [NUMBER] pixels by [NUMBER] pixels in size. When the Licensee’s Image is clicked, Users will be taken from the Licensor’s Site to the Licensee’s Site, in particular, the Licensee’s Home Page.

1. **COMPENSATION**

ALTERNATIVE I – FIXED MONTHLY FEE

In consideration for providing the link described in this Agreement, the Licensee shall pay to the Licensor, a monthly fixed fee of [AMOUNT] per month.

ALTERNATIVE II – FEE-BASED ON ADVERTISING REVENUES

In consideration for the linking rights provided by the Licensor hereunder, the Licensee shall pay the Licensor an amount equal to the “Licensor’s Share of Advertising Revenue” as defined in this Agreement.

The Licensor’s Share of Advertising Revenues shall be calculated on a monthly basis and payment shall be made prior to the end of the month following the month relative to such calculation. The Licensor’s Share of Advertising Revenues shall be determined by multiplying the Total Advertising Revenues by the Licensor’s Percentage. The Licensor's Percentage shall be determined by dividing the total number of Hits on the Licensee's Site by Users arriving through the Link during the month of calculation by the total number of Hits on the Licensee's Site by all Users in that calendar month. Total Advertising Revenues shall mean and include the total gross revenues less only commissions payable with respect to such advertising revenues from all forms of advertising that are paid to the Licensee during the month of such calculation. For purposes hereof, an Impression shall occur upon any User loading any web page of the Licensee’s Site in the User’s web browser. Impression shall not include visits to the Licensee’s Site by the Licensor, or any of its agents or employees and the Licensor shall be strictly prohibited from taking, causing or permitting any action by any third party to artificially increase the number of Hits to the Licensee’s site through the Licensor’s link.

The Licensee shall be responsible for maintaining a system to track the qualified Hits created through the Licensor’s link and shall mainta*in re*cords of all such Impressions which shall be subject to review by the Licensor upon [NUMBER] days written notice to the Licensee. The Licensee shall calculate the total number of Impression along with its calculation of monthly payments due and provide the Licensor with a report of such Impression along with the Licensee’s monthly statement to the Licensor which calculates the linking fee that is due to the Licensor.

The Licensee agrees to keep accurate books and records at its principal place of business relating to all factors used pursuant to the terms of this Agreement to arrive at the monthly fee payable to the Licensor, including but not limited to total Advertising Revenues and associated commissions total number of Hits to the Licensee’s website and total Hits attributable to the Licensor’s link. The Licensee shall make such records available for inspection by the Licensor at the Licensee’s principal place of business upon [NUMBER] days written notice from the Licensor; provided, that inspection shall be permitted only once every six months.

The Licensee agrees to take all reasonable steps to maintain continued access to its website by the public so as to maximise potential advertising revenues to its site. However, all decisions relative to the allocation of advertising space on the Licensee’s website and fees charged for such advertising shall be in the reasonable business discretion of the Licensee.

1. **INDEPENDENT CONTRACTORS**

The parties are separate and independent legal entities. Nothing contained in this Agreement shall be deemed to constitute any relationship other than that of two parties to a contract, including but not limited to the relationship of partners, joint venturers, employees, agency, representative or any other relationship creating apparent, implied or actual agency or joint responsibility. Neither party shall have the actual, implied, or apparent authority to bind the other party to any debt or obligation. There shall be no third-party beneficiaries to this Agreement.

1. **REPRESENTATIONS AND WARRANTIES**

Each party represents and warrants to the other party that on the Effective Date and during the entire term of the Agreement:

* 1. The representing party has the unrestricted right to enter into this Agreement, and this Agreement does not conflict with any other agreement or obligation by which such party is bound.
	2. The representing party’s Website does not violate the proprietary rights of any third parties, including without limitation, copyright, trademark, trade secret, privacy, publicity or other rights.
	3. The representing party’s Website does not violate any laws, rules, regulations or statutes of any state, national or local government.
	4. The representing party’s Website does not include any material which is harmful, pornographic, abusive, hateful, obscene, threatening, or defamatory or which encourages illegal activities or racism or promotes software or services which deliver unsolicited email.
	5. The representing party’s Website does not contain links to sites displaying the type of material defined in 4.4 above through a single connection.
	6. NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY, INCLUDING BUT NOT LIMITED TO FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, EXCEPT FOR THIS WARRANTIES SPECIFICALLY SET FORTH IN THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE.
1. **INTELLECTUAL PROPERTY**

Each party retains all of their respective intellectual property rights, except those outlined as licensed under this Agreement.

1. **INDEMNIFICATION**

Each party agrees to defend, indemnify, and hold harmless the other party, its officers, directors, employees and agents, from and against any claims, actions, causes of action, suits, threats or demands, including without limitation reasonable attorney fees and costs, alleging or resulting from the breach of the warranties made by such party in this Agreement. The parties shall provide notice to the other party promptly of any such claim, suit, or proceeding and shall assist the other party, at the other party's expense, in defending any such claim, suit, or proceeding.

1. **REPORT ON NUMBER OF USERS**

The Licensee shall collect and report to the Licensor the number of users who access the Licensee’s Home Page from the Link on the Licensor’s Site. This information shall be tracked and reported to the Licensor via Email on a monthly basis.

1. **ADDITIONAL SITES**

The Licensee shall notify the Licensor in writing when additional sites are linked from the Licensee’s Site. As of the Effective Date, the Licensee represents and warrants that only the sites disclosed to the Licensor in writing on or before the Effective Date hereof are linked from the Licensee’s Site. The Licensee represents and warrants that throughout the term hereof the Licensee’s Site can be viewed by industry standard web browsers (Netscape and Microsoft Internet Explorer most current versions).

1. **COPYRIGHT**

The Licensee grants to the Licensor a non-exclusive, worldwide licence to copy and publicly display the image which includes the link to the Licensee’s Site on the Licensor’s Site as provided in and subject to the terms of this Agreement.

1. **TERM**

This Agreement shall be for a term of [NUMBER] year(s) commencing on the Effective Date and terminating on the [NUMBER] year anniversary date of the Effective Date. This Agreement shall automatically renew for successive terms of [NUMBER] year(s) each unless either party gives written notice of termination to the other party at least [NUMBER] days and not more than [NUMBER] days prior to the expiration of the then existing term. Notwithstanding the above, either party may terminate this Agreement, with or without cause, upon giving [NUMBER] days advance written notice to the other party. Furthermore, this Agreement may be terminated immediately upon written notice to the other party in the event of a substantial breach of this Agreement by the other party.

1. **TERMINATION**

The Licensee or the Licensor may terminate the Agreement if the other party materially alters the content or structure of their respective Websites from the state that it is available via the World Wide Web on the Effective Date. Each party shall notify the other party via Email of any material change in the content or structure of their respective Websites.

1. **ARBITRATION**

The parties agree to submit any dispute arising out of or in connection with this Agreement, except for any action related to the violation or infringement of proprietary rights of either party, to binding arbitration to be held in [STATE/PROVINCE] before the [ASSOCIATION OR ORGANISATION] in compliance with the rules of the [ASSOCIATION OR ORGANISATION]. The arbitration shall be in lieu of either party’s right to file suit. Any arbitration shall be final and binding, and the arbitrator's order will be enforceable in any court of competent jurisdiction.

1. **GOVERNING LAW**

This Agreement and the relationship between the parties shall be interpreted under the laws of the [STATE/PROVINCE] of [COUNTRY].

1. **NOTICES**

All notices and other communications required or provided for in this Agreement shall be via Email at the Email addresses for the parties set forth below, except for notices of termination and institutions of Arbitration or permitted lawsuits, which shall be by Email and by certified mail, return receipt requested. Such notices shall be in writing and shall be deemed to have been duly given if sent by Email, in which case delivery shall be deemed to occur upon transmission, or where sent by certified mail, return receipt requested, upon placing the same in the [COUNTRY] Mail, postage pre-paid. For purposes hereof, the following addresses shall be used for the parties which addresses may be changed by written notice to the other party as set forth in this Agreement:

If to the Licensor:

ATTN. [NAME], [YOUR COMPANY NAME], [YOUR COMPLETE ADDRESS], [YOUR FAX NUMBER].

Email Address [ADDRESS]

If to the Licensee:

[ATTN. [NAME], [COMPANY NAME], [COMPLETE ADDRESS], [FAX NUMBER].

Email Address [ADDRESS]

1. **ENTIRE AGREEMENT**

This Agreement supersedes all prior oral or written understandings and agreements relating to the subject matter hereof. This Agreement may not be altered, modified or waived in whole or in part, except in writing, signed by duly authorised representatives of the parties. No failure or delay by either party in exercising any rights, power, or remedy under this Agreement shall operate as a waiver of any such right, power, or remedy.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be unenforceable, the remaining provisions shall remain in full force and effect as if said provision never existed.

1. **LIABILITIES**

Neither party shall be held responsible for damages caused by any delay or default due to any extreme force or other contingency that is beyond its control preventing or interfering with performance hereunder.

1. **ASSIGNMENT**

Neither party may sell, assign, or transfer their rights or obligations under the Agreement without the written consent of the other party. This Agreement shall be of mutual benefit to the permitted successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LICENSOR LICENSEE

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title