**WEBSITE licence AGREEMENT**

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This licence Agreement (the “Agreement”) is effective [DATE],

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

 [YOUR COMPLETE ADDRESS]

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

 [COMPLETE ADDRESS]

**1. DEFINITIONS**

1.1. "[YOUR COMPANY NAME] Web Site" means, collectively and globally, the site operated by [YOUR COMPANY NAME] and accessible through the portion of the Internet known as the World Wide Web under the current Uniform Resource Locator of [YOUR WEBSITE ADDRESS];

1.2. "[YOUR COMPANY NAME] Web Pages" means, collectively and globally, such pages which form part of the [YOUR COMPANY NAME] Web Site and which are more fully described in Annexure "A" hereto;

1.3. "Licensee Web Site" means, collectively and globally, the site operated by Licensee and accessible through the portion of the Internet known as the World Wide Web under the current Uniform Resource Locator of [SECOND PARTY WEBSITE ADDRESS];

1.4. "Licensee Web Pages" has the meaning attributed to that term in paragraph 2.1;

1.5. "Licensee Guide" has the meaning attributed to that term in paragraph 2.3.

**2. LICENSE**

Subject to the following terms and conditions, [YOUR COMPANY NAME] hereby grants to Licensee, and Licensee accepts, a personal, non-transferable, non-exclusive, perpetual, royalty-free licence to:

2.1. reproduce the totality or any portion of the [YOUR COMPANY NAME] Web Pages, for the sole purpose of producing, and including in the Licensee Web Site, pages containing a user guide under the name or trademark of Licensee and describing the functionalities, characteristics and services offered by Licensee *in re*lation with the use of the communication terminal equipment known as [SPECIFY] (the "Licensee Web Pages"), provided, however, that Licensee shall not reproduce any portion of the Bell Web Pages that conta*in re*ferences to the Direct Access Services;

2.2. communicate the Licensee Web Pages to the public by telecommunication through the Internet, which right shall include, for greater certainty, the right to commit and authorise the commission of all such acts which are required in order to so communicate the Licensee Web Pages to the public by telecommunication including, without limiting the generality of the foregoing, to make all such reproductions, temporary, intermediary or otherwise (such as caching, mirroring, downloading into customers’ or end-users’ equipment’s RAMs or ROMs and any other intermediary or transitional reproductions arising between distribution servers and customers’ or end-users’ equipment), or public performances or exhibitions which may be so required in order to effectuate or complete such communication to the public of the Licensee Web Pages;

2.3. reproduce the totality or any portion of the [YOUR COMPANY NAME] Web Pages, for the sole purpose of producing a user guide, in printed form, published under the name or trademark of Licensee and describing the functionalities, characteristics and services offered by Licensee *in re*lation with the use of the communication terminal equipment known as[SPECIFY] (the "Licensee Guide"), provided, however, that Licensee shall not reproduce any portion of the [YOUR COMPANY NAME] Web Pages that conta*in re*ferences to the Direct Access Services;

2.4. reproduce copies of the Licensee Guide in association with the promotion and sale of the products or services described in the Licensee Guide.

**3. CONDITIONS**

The licence described in section 2 hereof is subject to the following conditions:

3.1. any reference in the Licensee Web Pages, the Licensee Web Site or the Licensee Guide to [YOUR COMPANY NAME] or to any trade name or trademark of [YOUR COMPANY NAME] shall be in strict compliance with the rules described in the "Trademarks Bulletin" of [YOUR COMPANY NAME], a copy of which has been provided to Licensee prior to the execution of this Agreement, [COMPANY NAME];

3.2. the inclusion, in the Licensee Web Pages, the Licensee Web Site or in the Licensee Guide, of any trademark of a third party which appears in the [YOUR COMPANY NAME] Web Pages is subject to Licensee obtaining the necessary authorisations from the owner of such trademark; the parties agree that the present Agreement shall not constitute an authorisation for the use or reproduction of any such trademarks;

3.3. The licensee shall not alter, obscure, remove or interfere with any of the trademark ownership notices contained in such portion of the [YOUR COMPANY NAME] Web Pages which are reproduced in the Licensee Web Pages and/or in the Licensee Guide;

3.4. The licensee shall obtain [YOUR COMPANY NAME]'s written approval, which may not be unreasonably withheld, on the proposed Licensee Web Pages and on any reproduction of the [YOUR COMPANY NAME] Web Pages in the Licensee Guide, and on any change thereto, prior to communicating or distributing same to the public.

**4. OWNERSHIP**

Subject to the licence granted to Licensee pursuant to this Agreement, all rights, title and interest in and to the [YOUR COMPANY NAME] Web Site, including the [YOUR COMPANY NAME] Web Pages, are and shall at all times remain the sole and exclusive property of [YOUR COMPANY NAME] subject only to any such rights which may pertain to a third party with respect to any part of the [YOUR COMPANY NAME] Web Site owned by any such third party.

**5. ASSIGNMENT**

Neither this Agreement nor any licence granted hereunder may be assigned or otherwise transferred by Licensee without the prior written consent of [YOUR COMPANY NAME].

**6. JURISDICTION**

This Agreement shall be construed and interpreted in accordance with the laws applicable in the [country] of [COUNTRY]. Any legal proceeding based on this Agreement shall take place and be brought before the courts having jurisdiction over such proceedings in the judicial district of [COUNTRY].

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated above.

# LICENSOR LICENSEE

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title

## ANNEXURE A

**LICENSOR WEB PAGES**