

# Licence agreement

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follow;

Specific restrictions on use of licensed materials

Unauthorised use, except as specifically provided elsewhere in this agreement. The licensee shall not knowingly permit anyone other than themselves to use the website or materials authorised in writing by Bluebubble.

The licensee may not remove, obscure or modify any logos or notices included in the licence agreement.

All content placed on individuals web page is subject to censorship at the discretion of Bluebubble prior to downloading onto the site.

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## Licensee Performance obligations

The licensee must have at all time's current registration and insurance. Failure to do so will result in the web page being terminated within 24 hours of expiration and bond being withheld.

Licensee must complete all program requests within 48 hours of receiving application from client.

Licensee must provide Bluebubble with any information and/or any graphics they wish to have available on their site a week in advance.

The licensee will never use the information pertained in the website to benefit themselves in competition to Bluebubble. The trainer must maintain complete confidentiality to the information obtained for the period of 5 years after the completion/termination of the agreement.

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## Bluebubble Performance obligations

**Support:** Bluebubble will offer support, including assisting with the implementation of any data on the individual's webpage. Bluebubble will offer reasonable levels of continuing support to assist the licensee in the use and maintenance of the website.

**Notification of modification of website:** A minimum of 48hours notice will be given prior to any refurbishment of the website.

Bluebubble will pay the licensee a one off \$100 in the event failure to provide the service for a period of or greater than 48 hours.

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## Term:

This agreement shall continue in effect for the duration of 12 months – commencing on the effective date.

**Renewal:**

This agreement shall be renewable at the end of the current term for a successive 12 months.

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**Termination:**

In the event that either party believes that the other materially has breached any obligations under this agreement, or if Bluebubble believes that the licence has exceeded the scope of the agreement, such party shall notify the breaching party in writing. The breaching party shall have one month from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within one month, the non-breaching party shall have the right to terminate the agreement without further notice.

Failure to pay rent will result in the webpage being terminated with two weeks' notice given to the licensee unless contact to the licensor has been made within this time.

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**Indemnities:**

Each party shall indemnify and hold harmless for any losses, claims, damages, awards, penalties or injuries incurred by any third party, including reasonable attorney fees, which arise from any alleged breach of such indemnifying parties representations and warranties made under this agreement, provided that the indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying parties expense, such assistance in investigation and defending such claims as the indemnifying party may reasonably request. This indemnity shall last the termination of this agreement.

**License agreement:**

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Licensing Fees:** A monthly fee of \$120 (inc G.S.T) is payable under this agreement . This is payable by the direct debit (ezy-debit) method and is debited on the 1<sup>st</sup> day of each month.

**Bond:** Licensee will pay a bond equal to that of one month's rent (\$120), which will be used in the event where the licensee fails to provide adequate service .

**Administration fees:** A one off \$70.00 administration fee is payable with the 1<sup>st</sup> month's rent The administration fee covers the cost of the set up of the personal web page for the licensee and any expenses arising out of the occupation of the license agreement. This fee will terminate after the first year of a contract.

**Failure to pay rent:** Licensee will be liable to contact Bluebubble to arrange further payment. If payment is not made within 2 weeks the web page will be terminated.

**Date of rent commencement:**

Rent of the amount detailed in licensing fees will be payable as of;

The \_\_\_\_\_ day of \_\_\_\_\_

**Signed by licensee**

**Signed by directors (Bluebubble)**

**Name of Licensee**

**Name of Directors**

**Signature of Licensee**

**Signature of Directors**

**On the \_\_\_/\_\_\_/\_\_\_**

**on the \_\_\_/\_\_\_/\_\_\_**

**In the presence of (witness)**

**in the presence of (witness)**

