

Co-branded Website Agreement

Between and

Date:

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By this **agreement** dated

between:

of ()

and

of ().

Background

- A. operates several international online web sites which offer services that enable users to find old school, university, college, sporting club or community group friends via the web (**Services**).
- B. is an Internet media company that offers and operates branded portals, websites, properties, communities, and web-based, communications and commerce services that are culturally adapted and with local content and language for each Territory listed in **schedule Error! Reference source not found.** to this agreement.
- C. The parties will form an alliance under which will develop, host, operate and maintain the Co-Branded Site (as defined below) and which will distribute and promote across the Network (as defined below) on the terms and conditions of this agreement.

It is agreed

1 Definitions

In this agreement:

Co-Branded Site means the network of co-branded WebPages to be developed, hosted, maintained and operated by in respect of the Territories to provide the Services which shall form part of the Network and which WebPages will be developed in accordance with the Specifications and shall be in form and substance to be mutually agreed by the parties.

URL means Uniform Resource Locator that specifies where a known resource is available and the mechanism for retrieving it. Includes URI's (Uniform Resource Identifier).

Co-Branded Site URL means:

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and such other URL(s) as the parties may agree.

Confidential Information means all Information disclosed to one party by or on behalf of the other or otherwise obtained by one party from the other in connection with this agreement (whether before or after the date of this agreement) which is stated to be confidential or by its nature is deemed confidential.

Content means software and written, graphic, audio, video or like information, content or materials, names, logos, registered and unregistered trademarks, templates and mastheads capable of being represented and made available for downloading or otherwise distributed through a website.

Customer means a user who accesses the Co-Branded Site and/or uses the Services.

Customer Activity means the use of the Co-Branded Site and/or Services by Customers as tracked using web beacons and cookies.

Fees means the fees to be paid by to pursuant to **clause Error!**
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Force Majeure means circumstances beyond the reasonable control of a party which results in that party being unable to perform an obligation of this agreement on time for up to 30 days, and includes but is not limited to:

- (a) acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disasters;
- (b) acts of war, acts of public enemies, terrorism, riots, civil commotion and sabotage; and
- (c) strikes or other industrial action not involving employees of the party seeking to rely on the Force Majeure event.

Information means information or know-how of a party including, but not limited to, information concerning its business, systems, technology and affairs, information regarding any one or more related bodies corporate of a party or any aspect of their businesses, such as:

- (a) financial, technological, strategic or business information;
- (b) research, development, operational, legal, marketing or accounting information;
- (c) technology, source and object codes for computer software and intellectual property rights;
- (d) customer and supply information; and
- (e) this agreement and its commercial aspects.