

# Domain name lease and option to purchase test.com

THIS LEASE AGREEMENT (the “Agreement”) for the Domain Name, **test.com**, beginning at the date and time of **2021-06-03 12:44:33** is between of , , , , the Domain Owner (the “Lessor”), and , of **Rai Jai Krishna road**, patna, Bihar, India, the party wishing to obtain the use of the Domain Name (the “Lessee”).

**THE LESSOR AND THE LESSEE HEREBY AGREE as follows:**

## 1. Lease

The Lessor shall lease to the Lessee, and the Lessee shall lease from the Lessor, the domain name identified as, **test.com**, (“the Domain Name”) on the terms and conditions contained in this Lease.

## 2. Term and Use of the Domain Name

Subject to receipt of the First Payment, as defined below in Paragraph 3 and subject to Paragraph 4, the term (the “Term”) of this Lease shall be for a time length of **5 Weeks**, commencing on **2021-06-03 12:44:33** (the “Effective Date and Time”) and expiring **5 Weeks** thereafter, specifically at **2021-07-08 12:44:33** (the “Expiration Date and Time”). Throughout the Term, so long as the Lessee’s obligations under this Agreement are in good standing, the Lessee shall have the right to use the Domain Name in accordance with the terms and conditions contained herein. Upon Expiry of the Term, this Lease Agreement shall be immediately terminated, except for the indemnification provisions arising out of the Lessee’s use of the Domain Name, as set out at Paragraph 8, below, which shall survive the termination of this Agreement, and subject to the option to purchase.

## 3. Payments

The Lessee shall pay to the Lessor, the first non-refundable payment, in the amount of US \$**200** (the “Set-Up Payment”) due immediately.

On the of each successive **Week** of the **5-Week** Term, commencing on **2021-06-03 12:44:33**, the Lessee shall pay to the Lessor a **Weekly** rental price of US\$**100**, for the use of Domain Name, inclusive of all applicable taxes and transaction fees, and without any deduction or set-off (“Rent”).

The Set-up Payment and Rent are collectively referred to herein as “Payments”.

## 4. Option to Purchase

Provided that the Lessee’s obligations hereunder are in good standing, at any time during the Term and up to the moment , the Lessee may notify the Lessor in writing that it intends to exercise its option (the “Option”) to purchase the Domain Name by paying all of the remaining Rent otherwise payable through until the end of the Term, plus the sum of US\$**2000** (the “Option Purchase Price”).

As a condition of the Option, the Option Purchase Price must be paid no later than ten (10) days subsequent to the notice of exercise of the Option, and shall be paid to the Lessor via Wire Transfer or as otherwise instructed by the Lessor.

Upon payment of the Option Purchase Price as aforesaid, the Domain Name shall be transferred to the Lessee and this Lease Agreement shall thereafter be immediately terminated, except for the indemnification provisions arising out of the Lessee's use of the Domain Name, at Paragraph 8, below, which shall survive the termination of this Agreement.

## **5. Method of Payment**

The Lessee shall pay the Set-up Payment and Rent via credit or debit card through the Identitius website. The Lessee shall make all Rent payments to the Lessor through the Identitius website unless otherwise instructed by the Lessor. The Option Purchase Price shall be paid via wire transfer, or as instructed by the Lessor.

## **6. Ownership of Domain Name**

(a) The Lessor retains full title to the Domain Name notwithstanding the Lease of the same to the Lessee subject only to the right only to use the Domain Name in accordance with the terms of this Lease, and subject to any valid exercise of the Option.

(b) The Domain Name shall remain registered to the Lessor throughout the Term of this Lease. The Lessee shall be entitled to direct Identitius and/or the Lessor to set the DNS settings for the Domain Name from time to time by providing those instructions using the Identitius website.

(c) Lessee acknowledges that no option provided or representation, either express or implied, written or oral has been made by or on behalf of the Lessor to the Lessee that the Domain Name may be purchased from the Lessor by the Lessee or by any nominee of the Lessee at any time, except in strict accordance with the terms of the Option, as set out above.

## **7. Lessee's Compliance**

The Lessee, in its use of the Domain Name, shall comply with all applicable laws whether local, state, provincial, federal, national, international or interplanetary, which apply to the use by the Lessee of the Domain Name. The Lessee shall use the Domain Name only for a website and associated email related to the business of person or company name. The Lessee shall promptly notify the Lessor and Identitius of any claim, demand, threat, or legal proceeding, arising in any way from the Lessee's use of the Domain Name or the Lessor's registration of the Domain Name. The Lessor retains the right to terminate this Lease Agreement immediately and without notice, if the Lessee uses the Domain Name in any manner is not in compliance with any laws or regulations, subject to the Lessee's right to cure any such misconduct if such cure is curable.

## **8. Indemnity**

The Lessee shall indemnify and save harmless the Lessor against all damages, losses or liabilities which may arise in respect of the Lessee's use and operation of the Domain Name.

## **9. Default**

(a) The Lessor and the Lessee agree that each of the following events amounts to a default by the Lessee under this Lease:

- (i) if the Lessee fails to pay any Payment payable under this Lease on the due date for payment, subject to a

\_\_\_\_\_ day grace period;

- (ii) the Lessee fails to perform or observe any of the covenants or provisions of this Lease on the part of the Lessee to be performed or observed;
- (iii) if a writ of execution is issued against the Lessee's property under a judgment in any court of competent jurisdiction;
- (iv) if a distress warrant is issued against the Lessee's property under a judgment in any court of competent jurisdiction;
- (v) If the Lessee becomes bankrupt or if the Lessee makes an assignment or composition with the Lessee's creditors or if the Lessee is a body corporate and a resolution is passed or a petition filed for the winding up of the Lessee other than for the purposes of reconstruction or amalgamation or if the Lessee becomes subject to the appointment of a receiver.

(b) In the event default occurs, the Lessor and/or Identitius may immediately or at any time thereafter reset the DNS setting for the Domain Name and terminate this Lease Agreement, without giving any notice to the Lessee and without releasing the Lessee from any liability in respect of any breach or non-observance of any of the provisions contained or implied in this Lease, and without prejudice to the Lessor's right to retain all money paid to the Lessor pursuant to this Lease and the Lessor's right to claim damages pursuant to subparagraph (c) below.

(c) If this Lease is terminated for any reason other than its due fulfillment by the Lessee, or other than as a result of Early Termination, or other than with the express consent of the Lessor in writing, then without prejudice to its other rights at law or in equity the Lessor may at any time demand immediate payment of all of the following:

- (i) All arrears of Rent and other money then due and/or payable by the Lessee under the Lease.
- (ii) The Lessor's loss on the Lease to be notified by the Lessor to the Lessee.
- (iii) All costs and expenses incurred by the Lessor enforcing this agreement.
- (iv) Interest on all money payable under this provision from the date of termination, the date of payment at the rate of 3% per year calculated monthly.

## **10. Invalidity or Severability**

If any Article, Section, paragraph or provision of this Agreement is determined to be void or unenforceable in whole or in part, it shall not affect or impair the validity or enforcement of any other provision of this Agreement. Any provisions of this Agreement which are or may be rendered invalid, unenforceable or illegal, shall be ineffective only to the extent of such invalidity, unenforceability or illegality, without affecting the validity, enforceability or legality of the remaining provisions of this Agreement, it being the intent and purpose that this Agreement should survive and be valid to the maximum extent permitted by applicable law. For greater certainty, this Agreement shall be read as if the invalid, unenforceable or illegal provision had never formed part hereof, and a "provision" for these purposes shall include the smallest severable portion of sections, paragraphs or clauses, or sentences contained therein, and not, unless the context absolutely requires, the whole thereof.

## **11. Waiver**

No party to this Agreement shall be deemed to have waived any of its rights, powers or remedies under this Agreement unless such waiver is expressly set forth in writing. No consent or waiver, express or implied, by a party of any breach or default by the other party in the performance of such other party of its obligations shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations under this Agreement of such other party. Failure on the part of a party to complain of any act or failure to act of another party or to declare another party in default, irrespective of how long such failure continues, shall not constitute a waiver by the first mentioned party of its rights under this Agreement.

## **12. Timestamp**

This Agreement shall use UTC timestamps for all Dates and Times, including, but not limited to the Effective Date and Time, Expiration Date and Time, Option Expiration Date and Time, payment due dates, and grace periods.

## **13. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona within the United States and the parties hereby exclusively attorn to the jurisdiction of the courts of Pima County, Arizona, United States.

## **14. Notices**

All notices required or permitted to be given pursuant to this Agreement shall be delivered by notification through Identitius or sent by electronic email or other form of transmitted or electronic message or sent by prepaid courier directly to such party at the following addresses, respectively;

If to Lessee:

Rai Jai Krishna road,  
patna, Bihar,800008  
India  
shaiv@test.com  
7277407744

If to Lessor:

,  
, ,

admin@identitius.com

or at such other address as either party may stipulate by notice to the other. Any notice delivered by hand or prepaid courier or sent by facsimile or electronic email shall be deemed to be received on the date of actual delivery thereof. Any notice so sent by telex, telegram or similar form of transmitted message shall be deemed to have been received on the next day following transmission.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above written.

[LESSOR] [LESSEE]

Per:\_\_\_\_\_ Per:\_\_\_\_\_

Name:admin Name:shaiv

Title: Title: