

WEB SITE SALE AND OWNERSHIP TRANSFER AGREEMENT

This Domain Name Sale and Ownership Transfer Agreement (“Agreement”) is entered into between StatusNet, Inc. d/b/a E14N located at 5333 ave Casgrain #1227, Montreal, Quebec H2T 1X3 (“Seller”), and [Purchaser's name] of [Purchaser's company name, if applicable] located at [Purchaser's full address] (“Purchaser”) on this [effective date]. This agreement sets forth all terms and conditions under which Seller agrees to sell and transfer to Purchaser all ownership rights in and to the domain name [domain name] (“Domain Name”) including any and all trademark rights and attendant goodwill associated therewith.

Seller and the Purchaser hereby agree as follows:

1. **Purchase Price.** In consideration for payment of one dollar (\$1.00), the sufficiency of which is hereby acknowledged (“Purchase Price”), paid by Purchaser to Seller, Seller hereby assigns, sells, transfers and conveys to Purchaser all of Seller’s right, title, and interest in and to the Domain Name. Payment will be made in US dollars.
2. **Seller’s Representations.** Seller represents and warrants that it is the lawful and exclusive registrant of the Domain Name and no other party has any right to registration of the Domain Name or has otherwise made any claim to the Domain Name. Seller further represents and warrants that it has the exclusive authority to enter into this transaction and transfer the Domain Name, free of the claims of any third parties.
3. **Transfer of the Domain Name.** The Domain Name is registered with GoDaddy.com (“Registrar”), an ICANN accredited registrar system. Upon confirmation of receipt of Purchase Price, Seller shall provide Purchaser with a password or Seller shall push the Domain Name to Purchaser’s account at Registrar within 2 days of receiving payment. This enables Purchaser to modify the registration information as desired, transfer the Domain Name to a different Registrar, and/or to change Purchaser’s password/username to take full control of the Domain Name.
4. **Transfer of Website.** The Domain Name is currently served as a Web site running the Free and Open Source pump.io social networking software (“Website”). The Website consists of: a MongoDB database containing all site data; uploaded images and other files by users of the Website; configuration files; and SSL certificates and private keys (“Website Assets”). Seller agrees to transfer all Website Assets to Purchaser in a reasonable method of Purchaser's choosing to minimize downtime for users.
5. **No Transfer of Software Copyright.** Seller does not transfer copyright in the pump.io social networking software to Purchaser. Purchaser may use pump.io social networking software under the Apache 2.0 License, available at <http://www.apache.org/licenses/LICENSE-2.0> .
6. **No Transfer of User Copyright.** Seller does hold copyright over any user-submitted content, including text and uploaded files. All rights continue to belong to their respective owners.
7. **Continuity of Service.** Purchaser agrees to continue serving the Website to the public for at least 1 year after purchase date. Purchaser agrees to leave the Terms of Service and Privacy Policy in effect at purchase date unmodified for at least 1 year.
8. **Right of First Refusal.** In the event that Purchaser chooses to stop serving the Website to the public within 1 year from purchase date, Purchaser agrees to offer the Domain Name to the Seller for purchase for \$1 with no additional provisos.
9. **Further Assurances.** Seller shall take all necessary actions, including providing all necessary documentation to Purchaser in order to transfer Domain Name to Purchaser.

10. **Counterparts/Fax.** This Agreement may be signed in counterparts. Signed counterparts of this Agreement transmitted via Fax are equivalent to a signed original of this Agreement.
11. **Governing Law.** This Agreement is made under and shall be governed by and interpreted in accordance with the laws of the Province of Quebec, Canada, without regard to that province's choice of law principles, which may direct the application of the laws of another jurisdiction.
12. **Entire Agreement.** This Agreement constitutes and contains the entire agreement between the parties with respect to the subject matter herein and supersedes any prior oral or written agreements. This Agreement cannot be changed, modified, amended, or supplemented, except in writing signed by all parties hereto.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed by their duly authorized representatives.

[Purchaser's name, signature above]

[Seller's name, signature above]

Date

Date