

INTERNET DOMAIN NAME PURCHASE AGREEMENT

This Internet Domain Name Purchase Agreement ("Agreement") is made as of the ____ day of April, 2024 ("Effective Date") by and between Sonda Stancliff Dawes as the beneficiary of the Estate of Beman G. Dawes, an individual residing at [REDACTED] ("Seller"), and The C Plus Plus Alliance, Inc. a California Nonprofit Corporation with a principal address of 5716 Corsa Avenue, Suite 110, Westlake Village, California 91362, ("Buyer").

WHEREAS Seller is the owner of the Internet domain name boost.org ("Domain Name") because Seller is the sole beneficiary of the Estate of Beman G. Dawes, who died on December 1, 2020 in Gainesville, Florida as evidenced by the Certification of Death attached hereto as Exhibit 1 and the Last Will and Testament of Beman G. Dawes, attached hereto to as Exhibit 2, both of which are incorporated herein by reference; and

WHEREAS on the date of death, Dawes & Company was then and still is the current registrant of the Domain Name as listed in the records of the Network Solutions, LLC ("the Registrar"); and

WHEREAS, on the date of death, Seller, as the sole beneficiary of all of the assets owned by Beman G. Dawes became the owner of the Domain Name; and

WHEREAS, Buyer desires to purchase and acquire all right, title and interest of Seller in or associated with the Domain Name and Seller desires to transfer same to Buyer on the terms and conditions set forth herein.

NOW, THEREFORE, for good, valuable and binding consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **Purchase of Domain Name.** Seller agrees to sell, convey, assign and otherwise transfer to Buyer all of Seller's right, title and interest in, to and associated with the Domain Name upon the terms and conditions set forth in this Agreement.

2. **Payment.** Buyer agrees to pay Seller as follows as the total purchase price for the Domain Name ("Purchase Price"):

- a. the amount of US \$5,000.00, within five (5) days of the Effective Date of this Agreement; and
- b. any and all fees associated with the sale and transfer of the Domain Name, including, any transfer fee, any registration fees charged by the Registrar in connection with the transfer of the Domain Name or the continued registration of the Domain Name and any reasonable attorneys' fees incurred by Seller in connection with the sale and transfer of the Domain Name; and

- c. Buyer shall establish a scholarship fund in the amount of \$30,000 to provide summer internships for college-level students to work on Boost Library-related projects, which scholarship fund shall be named after Beman Dawes.

Buyer and Seller both further agree to work together to determine the name of the scholarship fund described in paragraph 2(c) above. Buyer and Seller agree to cooperate and to take all steps necessary to effect the transfer of the Domain Name and to otherwise achieve the goals contemplated by this Agreement. Seller further agrees to execute any additional documents and provide further reasonable assistance to complete the transfer of the Domain Name to the Buyer.

3. No Competition. Seller shall make no further use of the Domain Name as of the Effective Date, nor shall Seller challenge, interfere, solicit, encourage or assist others to challenge or otherwise interfere with Buyer's title, interest, right or use of the Domain Name. Seller will not herself, or enable or allow another to, take any action or refrain from any action or otherwise support any claim that may detrimentally affect the registrability, validity of or commercial value associated with the Domain Name, including the goodwill associated therewith.

4. Representations and Warranties.

- a. Seller represents that:
 - i. Seller is the owner of the registrant listed in the records of the Registrar as the owner of the registration of the Domain Name.
 - ii. Seller has not used and will not make or use any fraud, misrepresentation, or otherwise any false statement in the process of registration and maintenance of the registration of the Domain Name on or in connection with the transaction underlying this Agreement.
 - iii. To the best of Seller's knowledge, no fees are owing to the Registrar or any other government agency or other entity or party with regard to the registration of the Domain Name and believes it is delivering free, clear and marketable title to the Domain Name
 - iv. Seller has not licensed or otherwise allowed or enabled the use of the Domain Name to any other person or entity or granted any right with respect to the Domain Name to any other person or entity, that may, in any manner, restrict, impede or adversely affect Buyer's rights therein.
 - v. Seller has the authority and agrees to execute and deliver this Agreement, and any other document necessary to perfect the transaction contemplated herein.

- vi. Seller has not obtained a trademark registration or filed any application to register a trademark with the US Patent and Trademark Office or other agency (domestic or foreign) of the Domain Name or any other mark confusingly similar to the Domain Name.
- vii. To Seller's best information, ownership of registration of the Domain Name, and use of the Domain Name, do not infringe upon the proprietary rights of any third party.

b. Buyer represents and warrants that:

- i. it is duly authorized to execute and enter into this Agreement;
- ii. it has all the resources necessary to complete the transaction contemplated herein and has the authority to commit such resources for the purpose of this transaction;
- iii. it has not and will not make any fraudulent or false statements or misrepresentations in connection with the transaction underlying this Agreement.

5. Limitation of Liability. Other than those representations explicitly provided for in this Agreement, ownership of the Domain Name is transferred to Buyer "As-Is". No advice or information, whether oral or written, obtained by either party shall create any warranty or representation not expressly made in this Agreement with regard to the subject matter contemplated herein. BUYER EXPRESSLY AGREES THAT IT IS PURCHASING THE DOMAIN NAME AT ITS SOLE RISK. SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT MAKE ANY WARRANTY THAT THE DOMAIN NAME WILL MEET BUYER'S REQUIREMENTS, OR THAT BUYER WILL BE ABLE TO ATTAIN ANY SPECIFIC RESULTS OR VALUE ASSOCIATED WITH THE DOMAIN NAME OR THE USE THEREOF. EACH PARTY AGREES TO INDEMNIFY AND HOLD THE OTHER (INCLUDING ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, HEIRS, ASSIGNS AND REPRESENTATIVES) HARMLESS FROM ANY CLAIM, DEMAND, COST, EXPENSE OR CHARGE, INCLUDING ATTORNEYS' FEES, MADE BY ANY THIRD PARTY ARISING FROM OR IN CONNECTION WITH ANY BREACH OF ANY OBLIGATION, REPRESENTATION OR WARRANTY PROVIDED FOR UNDER THIS AGREEMENT.

6. General.

- a. This Agreement is personal, and no party may assign or transfer any of the rights or obligations hereunder without the express written consent of the others.
- b. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws provision. If any provision of this Agreement is held to be void or contrary to law, such provision shall be construed as nearly as possible to reflect the intention of the parties, with the other provisions remaining in full force and effect.
- c. This Agreement constitutes the complete and exclusive agreement between the parties regarding the subject matter hereof, and any and all previous representations, discussions and writings are merged and superseded by this Agreement. This Agreement may be modified only by a written document signed by all the parties hereto.
- d. Each party acknowledges that remedies at law may be inadequate to provide the other with full compensation in the event of a material breach of any of the provisions of this Agreement, and that the non-breaching party shall therefore be entitled to seek injunctive relief in the event of such material breach.
- e. Buyer and Seller agree to use all appropriate good faith efforts to cause the Registrar to register the Domain Name to Buyer as soon as practicable after the date of this Agreement. If such registration is not completed within one hundred twenty (120) days after the date of this Agreement, either party may, by written notice to the other terminate this Agreement. After such termination, both parties shall use all appropriate good faith efforts to cause the Registrar to maintain the registration of the Domain Name in Seller's name.
- f. Both parties represent that they have full and complete authority to enter into this Agreement and perform its obligations hereunder and that all actions have been taken necessary to make this a valid and binding contract by the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their duly authorized representatives.
Seller: seller's name here

SELLER, Sonda Stanclift Dawes as the beneficiary of the Estate of Beman G. Dawes

By:

Date:

BUYER, The C Plus Plus Alliance, Inc.

By:

Title:

Date: