

WWWCorp Licensing Agreement for Global Hindu Electronic Networks (GHEN) with Vishwa Hindu Parishad of America

WWWCorp
P.O. Box 722098, San Diego, CA 92172

Vishwa Hindu Parishad of America, Inc
Houston

This agreement is made and entered into this 10th. day of August, 2000 by and between WWWCorp (“WWWCorp”), a California Partnership, of P.O. Box 722098, San Diego, CA and Vishwa Hindu Parishad of America, Inc. (“VHP-A”), a New York corporation, with its administrative office at PO Box 441505, Houston, TX 77244-1505.

WITNESSETH:

WHEREAS, Global Hindu Electronic Networks (“GHEN”) was started as a project of Hindu Students Council (“HSC”), a chapter/project of VHP-A;

WHEREAS, most of the domain registration fees were paid by WWWCorp and domain ownership belong to WWWCorp; and

WHEREAS, WWWCorp recognizes that VHP-A and HSC have significantly contributed to creation and propagation of GHEN websites.

NOW, THEREFORE, in consideration of the covenants, warranties, and representations set forth herein as well as the agreements hereinafter entered into, together with other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound agree on the following :

Section A : Introduction

This agreement describes a licensing arrangement whereby the name and ownership of web sites operated as GHEN would be completely transferred from VHP-A to WWWCorp in exchange for profit and revenue sharing arrangements as defined in Section C.

Section B Definitions :

1. Company Sites or Web sites: All the web sites that are currently under the banner of Global Hindu Electronic Networks, and those that are developed in the future.
2. Content : The web content indicated in Definition (1)
3. Hindu Theme Web sites: Hindu dharma, culture, costumes, temples, children, women, yatra, practices or rituals, Hindu books, history, ayurveda, yoga, jyotish, meditation, Hindu related E-commerce as defined below.
4. India Theme Web sites: History, religion, culture, traditions, philosophy, languages, news, current affairs, freedom movement, biographies, books, travel, tourism, India related E-commerce as defined below.
5. Hindu Related E-commerce : Commerce related to sites defined as Hindu Theme sites in (3) above
6. India Related E-commerce : Commerce related to sites defined as India Theme sites in (4) above
7. Trademarks : Trademarks, trade names, service marks and any other form of source identification that WWWCorp develops for GHEN web sites
8. Revenues : Gross revenues received by WWWCorp for GHEN web sites, including, but not limited to sponsorships, advertisements, e-commerce after all the payments are

- made to content partners, commerce partners, and technology partners. The revenues will be shared from all the existing and future Hindu and India theme web site, unless they are specifically excluded.
9. Profit Sharing: A portion of profit before income taxes defined in a subsequent section.
 10. Licensing Fee : A portion of the net revenue defined in a subsequent section

Section C : Revenue and Profit Sharing

Inclusion in Revenue and Profit Sharing

GHEN will share the revenues from all the existing web sites with Hindu theme (exceptions noted below)

GHEN will share the revenues from all the existing web sites with the India theme (exceptions noted below)

GHEN will share profits and revenues with VHP-A for all the future web sites with Hindu and/or India themes.

VHPA will receive its share in the Revenues as follows beginning with January 2002.

- a. First \$5 million 0.5% of the Revenue
- b. Next \$10 million \$5 - \$15 mil. 0.4% of the Revenue in excess of \$5 mil.
- c. Next \$10 million (\$15 - \$25 mil.) 0.3% of the Revenue in excess of \$15 mil.
- d. Revenue in excess of \$25 million 0.2% of the Revenue in excess of \$25 mil.
- e. For the years 2002 and 2003, the total amount payable to VHP-A from the revenue sharing arrangement will not exceed \$10,000 per year.

VHP-A will receive its share in the profit before income taxes as follows: 10% of the profit before income taxes from the sites that are covered by this agreement

VHP-A will receive audited financial statements and its share of revenue and profit within four months of the end of each calendar year.

Section D : Exclusions in Revenue and Profit Sharing

1. Sites Created with Other Organizations

Independent of GHEN, we have provided these organizations hardware, software and personnel facilities. Some such organizations and the facilities include:

Organization	Website
Panchjanya : Hindi News weekl	Panchjanya.com
Organiser : English News week	Organiser.org
Sadhana : Gujarati News weekl	Sadhanaweekly.org
Vivek : Marathi News weekly	Vivekonline.com
Jagruthi : Telugu News weekly	Jagruthi.com
Rambhau Mahlgi Prabodhini	Rmprabodhini.org
Rambhau Mahlgi Prabodhini	BrightIndia.org
Pragya Bharati	Bharat-today.com
Hindu Vivek Kendra	Hvk.org

American Vedic Inst.	Jyotishweb.org Ayurvedaweb.org
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During the course of this agreement, more such Hindu organizations may be added to this list. Revenues and profits generated from these sites will be shared by GHEN with these Hindu organizations who have put in the efforts to create and maintain the respective sites and will not form part of the profits and revenues shared with VHP-A. GHEN will maintain proper accounts so that the profits and revenues to these organizations are separately accounted for.

2. Sites Created By WWWCorp

For the past several months, WWWCorp has been working on several sites that do not fall under the purview of GHEN. While most of the development details of these sites is beyond the scope of this Agreement, we can point to some of the domains that we have registered and a brief description:

Purpose	Domain
Free Email	Echiti.com
Free Email	Ekhat.com
Free Email	Bharatmail.com
Govt. Site	
India/USA Finance Site	
Site for Employees	

Even if the operations of GHEN and WWWCorp are combined at a later date, revenues and profits from these and other non-Hindu specific, domains and activities will remain within the WWWCorp and will not be shared with VHP-A.

WWWCorp reserves its rights to use the word Hindu or India in the sites it designs and operates that are not defined as Hindu or India theme as per definition given in B(3), B(4)

WWWCorp reserves its rights to use the word Hindu or India in a personal finance site mentioned in this section.

3. Revenues from Hosting Web sites

WWWCorp was formed as a private web hosting firm in 1996. The same people who are currently the team members of GHEN created WWWCorp. WWWCorp provides at or below cost web hosting to Hindu and nationalist Indian organizations. WWWCorp may, in the future make money by hosting for-profit sites.

WWWCorp partners have invested substantial funds to purchase computers and other hardware.

For streamlined operations, at a future date, we may decide to merge WWWCorp and GHEN into a single entity. In the event of such a consolidation, revenues and profits generated from the hosting activities will not be part of the shared revenues and profits. GHEN and WWWCorp will maintain accurate categorized accounts so that VHP-A can clearly see the revenues and profits from hosting vs. the revenues and profits from web sites covered under this agreement

Section E: Future VHP-A Involvement

Two members of the Board of Directors shall be appointed by VHP-A. These Directors must be acceptable to both GHEN and VHP-A.

Section F: VHP-A Responsibilities

To maximize the revenues to GHEN, and thereby increase the revenue and profit share to VHP-A, VHP-A will actively pursue the partnership by doing the following:

1. VHP-A will transfer all the GHEN domains and their content to WWWCorp
2. VHP-A will permit a few periodic announcements about GHEN in VHP-A mailing lists (e.g., announcements of new sites, new sections etc.).
3. VHP-A will promote GHEN web sites in Hindu Vishwa and other publications
- 4.
5. VHP-A will permit marketing of GHEN activities at the VHP-A programs and functions (booth, flyer distributions etc)

The purpose of this contribution is to increase the awareness of high quality Hindu web sites that are consistent with VHP-A philosophy.

Section G: In case of change of ownership :

In case of change of ownership (defined as acquisition of a majority stake in GHEN), transfer of assets of GHEN, or merger the licensing agreement along with the revenue sharing and profit sharing arrangement between VHP-A and WWWCorp will remain in effect and any such merger or acquisition agreement will be required to include all the relevant clauses of this Agreement.

VHP-A will also have a first right to counter any offer of change of ownership.

Section I: Representations and Warranties

- a. Each party and its representative executing this Agreement warrant and represent that such representative has the actual authority to enter into this Agreement on behalf of and to bind the party thereby.
- b. Each party represents and warrants that the negotiation and performance of this Agreement will not violate, conflict with, interfere with, result in a breach of, or constitute a default under any other agreement to which they are a party

Section J: Limitation of Liability

1. To the maximum extent permitted by the applicable law, in no event and under no legal theory will either party be liable to the other for any indirect, special, incidental, or consequential damages or any kind, including, without limitation, damages for lost profits, lost savings, loss of goodwill, loss of income, work stoppage, breach of computer or data transmission or security, computer failure or malfunction, or any and all other damages or losses, even if the party had been informed of the possibility of such damages.

2. Except for claims by VHP-A for the non-payment under Section C above, neither WWWCorp nor VHP-A shall be liable for any damages for any and all claims relating to the subject matter of this agreement in excess of \$50,000.

Section K: Force Majeure

Neither VHP-A nor WWWCorp shall be liable hereunder for any failure in performance of its obligation if such failures arise out of causes beyond the control or reasonable expectation of such party. Such causes may include, but are not restricted to: Acts of God or public enemy; acts of any government extended power failures; attacks on a party's computer network or server, viruses which are not preventable through generally available retail products and catastrophic hardware and telecommunications failures.

Section L: Confidentiality; Public Announcements

The terms of this Agreement will be considered confidential and will not be disclosed to any third parties except under obligation of confidentiality. Both parties recognize the value and importance of clear, accurate and consistent public communications regarding the transactions contemplated by this Agreement. Accordingly, the parties shall agree on the timing and content of any public announcement regarding the cooperative relationship described in this Agreement. In addition, WWWCorp and VHP-A shall jointly prepare written material for use in responding to anticipated questions that each party will likely receive from the press and public about their relationship.

Section M: Notice

All notices required in this Agreement shall be in writing and sent by hand, facsimile (with hard copy confirmation), express courier or certified mail, return receipt requested, to the addresses of the parties shown on the Page One of this Agreement. Notice shall be deemed given on the 1 st. business day after transmission

Section N: Entire Agreement, Waivers, Supplementing Agreement

This Agreement represents the complete and exclusive agreement of the parties concerning its subject matter and supercedes all prior arrangements and representations. It may be amended only by writing executed by both parties.

Section O: Contract Interpretation

If any provision of this Agreement is held to be unenforceable for any reason, such provision will be reformed only to the extent necessary to make the Agreement enforceable, and such decision will not affect the enforceability of such provision under other circumstances or of the remaining provisions hereof under any circumstances. Headings are descriptive only and will not be considered in interpreting the Agreement. Ambiguities, inconsistencies or conflicts in this Agreement shall not be strictly construed against the drafter of the language but will be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the parties' intention at the time this Agreement is entered into and common practice in the industry.

Section P: Applicable Law

This Agreement will be governed by and construed under the laws of the State of California without regard to principle of conflicts of laws.

Section Q: Counterparts:

This agreement may be executed in any number of counterparts and by different parties hereto in hereto in separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Section R: Signatures

Until fully executed by both the parties, the terms and conditions quote herein are subject to change without notice. This Agreement will become null and void unless executed by both the parties within seven days of the date listed on page One of this Agreement. The "Effective Date" of this Agreement shall be the date of execution by both parties.

Authorized Signature for WWWC Corp

Name:

Title:

Date:

Authorized Signature for VHP-A

Name:

Title:

Date: