



MOZILLA APPLICATION FOR A LICENSE TO
USE A DOMAIN NAME RELATED TO A MOZILLA TRADEMARK (“**Application**”)

This Application is for permission to use a domain name that is similar to a trademark owned by the Mozilla Foundation (“**Mozilla**”). If you use, or are interested in using, such a domain name, you must complete this Application and return it by regular mail (regressive, we know, but we need your signature) to Mozilla at:

Domain Name Use Application
Mozilla Foundation
650 Castro St., Suite 300
Mountain View, CA 94041-2021
USA

You must complete the Application in full, including the exact domain name that you use or are planning to use (the “**Domain Name**”) and the general description of the Web site to be located at the Domain Name (the “**Web Site**”). If Mozilla approves your Application, Mozilla will sign it and return a copy, either by regular mail or by e-mail. If Mozilla does not approve your Application, it will return a copy, along with a brief explanation of the reasons underlying Mozilla’s decision. Keep in mind that *you will not have the right to use the Domain Name unless and until Mozilla actually signs your Application.* Please wait at least four weeks before contacting Mozilla with questions about the status of your Application. Given the volume of Applications and other correspondence received by Mozilla, it can take at least that long to process any given Application.

Your use of the Domain Name, if approved by Mozilla, will be governed by and subject to the terms contained in the following numbered paragraphs.

If and when Mozilla approves your Application, these terms will become a binding, legally-enforceable agreement between you and Mozilla (the “**Agreement**”). Because your use of the Domain Name will be under license by Mozilla, you are referred to in these paragraphs as the “**Licensee**”:

1. **Purpose.** Mozilla has certain rights in a number of trademarks (the “**Mozilla Marks**”). Mozilla wishes to ensure that any use of a domain name similar to a Mozilla Mark is consistent with Mozilla’s policies. Licensee has applied for use of a domain name that is similar to a Mozilla Mark.
2. **License.** Approval of Licensee’s Application will result in a grant to Licensee by Mozilla, under any rights of Mozilla in the Mozilla Marks, of a worldwide, royalty-free, non-exclusive, non-transferable, non-sublicenseable license, during the term of the Agreement, to register the Domain Name with an appropriate registration authority and to make the Web Site available at the address associated with that Domain Name.
3. **Term and Termination.** The term of the Agreement, including the license granted

under Paragraph 2, will commence on the date Mozilla signs the Application and will continue for 12 months. Thereafter, it will continue unless and until Licensee or Mozilla terminates the Agreement by giving written notice of its intention to terminate the Agreement no later than 30 days prior to the effective date of termination. In the event Licensee breaches any of its obligations under the Agreement, Mozilla may give notice in writing to Licensee of the breach. In the event Licensee does not correct or eliminate the breach within 10 business days from the date of receipt of such notice, the Agreement will automatically terminate. Any misrepresentation by Licensee, including but not limited to in Licensee's Application or with respect to Licensee's age, will result in immediate termination of the Agreement. Upon termination or expiration of this Agreement, Licensee shall cease using the Domain Name and, upon Mozilla's request and subject to reimbursement by Mozilla of a time-pro-rated portion of any registration fees paid for the Domain Name, transfer the Domain Name registration to Mozilla.

4. **Quality and Conformity With Description Provided by Licensee and With Law.** The nature and quality of the Web Site must conform to the level of quality historically associated with the Mozilla Marks. The Web Site must also conform to the general description provided by Licensee in Licensee's Application. Licensee shall comply with all applicable laws and regulations in connection with its operation of the Web Site.
5. **Licensee Representation as to Age.** Licensee, if an individual, represents that Licensee is eighteen (18) years of age or older as of the date that Licensee signs the Application.
6. **Reservation of Rights.** The license granted in Paragraph 2 does not include any right to use any of the Mozilla Marks, or any representations of the Mozilla Marks, on the Web Site, except as approved in advance in writing by Mozilla, or as otherwise granted by Mozilla pursuant to any separate license, such as the Mozilla Trademark Policy as posted at <http://www.mozilla.org/licensing/>. Mozilla hereby reserves all right, title and interest in and to the Mozilla Marks. Licensee acknowledges that it receives no implied license of the rights in the Mozilla Marks under the Agreement. Licensee agrees that Licensee's use of the Mozilla Mark and any goodwill resulting from such use will inure solely to the benefit of Mozilla. Licensee shall not contest, oppose or challenge Mozilla's ownership of any Mozilla Mark. Licensee shall not register or attempt to register any Mozilla Mark or the Domain Name as a trademark or service mark in any jurisdiction, and will not oppose Mozilla's registration or use of any Mozilla Mark, alone or with other words or designs, in any jurisdiction. If asked, Licensee shall assist Mozilla with any such application or registration.
7. **General.** The Agreement is the entire agreement between the parties on the subject matter hereof. No amendment or modification hereof will be valid or binding upon the parties unless made in writing and signed by the duly authorized representatives of both parties. The Agreement will be governed by the laws of the State of California, without regard to its conflict of laws principles. Waiver by either party of a breach of any provision of the Agreement, or the failure by either party to exercise any right hereunder, will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right.

Please complete the entire Application as it appears below. Then sign the Application and return it to Mozilla as instructed on the first page. Please print legibly; if we can't read your writing, we can't process your Application.

Applicant Full Name: _____

Applicant Contact (if Applicant an Organization): _____

Applicant Mailing Address:

Applicant E-Mail: _____

Applicant Phone Number (Daytime): _____

Exact Domain Name(s): _____

General Description of Web Site Operated, or to Be Operated, at Domain Name (Attach Sample Pages as Necessary):

I represent that all of the information contained in the above Application is true and accurate, and I agree to the terms contained in the above numbered paragraphs:

By (Signature): _____

Name (Printed): _____

Date: _____

Title: _____

AGREED TO on behalf of MOZILLA:

By (Signature): _____

Name (Printed): _____

Date: _____

Title: _____