

**EXHIBIT E**  
**DOMAIN NAME LICENSE AGREEMENT**

**[SEE ATTACHED]**

## DOMAIN NAME LICENSE AGREEMENT

Domain Name: \_\_\_\_\_

Effective Date : \_\_\_\_\_, 20\_\_

Boneheads Franchisee Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

### Background:

Pursuant to a Domain Name Request Form submitted to Bonehead's Seafood, Inc. ("Boneheads"), Boneheads has approved the right for the above-designated Boneheads Franchisee to use the domain name set forth above ("Domain Name") in connection with a website promoting Franchisee's franchised Boneheads restaurant (the "Restaurant") and Franchisee's operation of a Boneheads franchise pursuant to the franchise agreement between Franchisee and Boneheads (the "Franchise Agreement") (the "Website").

As a condition to its use of the Domain Name in connection with the Website, Franchisee is required to sign this Domain Name License Agreement (the "Agreement") and to, at all times relevant to its operation of the Website, fully and completely comply with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the promises, covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Boneheads and Franchisee agree as follows:

1. Boneheads hereby grants to Franchisee a non-exclusive and limited license to use the Domain Name pursuant to the terms and conditions herein. The effective date of this license will be the Effective Date set forth above.

2. Franchisee must use the Domain Name solely in connection with the Website and in accordance with any guidelines, directives or specifications (collectively, the "Standards") issued by Boneheads from time to time during the term hereof. In issuing any such Standards, Boneheads will reference this Agreement and, upon such issuance, the Standards will be deemed incorporated into this Agreement. Any rights with respect to the Domain Name not expressly granted herein shall be deemed reserved to Boneheads. Franchisee shall have no right to create or use any formation or derivative of the Domain Name.

3. Franchisee understands and agrees that the Website may not contain content which references any other Restaurant or other eating establishment other than the Restaurant.

4. Franchisee will not upload, publish, display, or otherwise include or use any content on the Website without receiving the prior written approval of Boneheads. Accordingly, once the initial content of the Website is approved by Boneheads, Franchisee must submit any changes to such content to Boneheads for its prior written approval. Boneheads' review and approval of the Website content shall not be construed as Boneheads' approval, recommendation or endorsement of Franchisee or its representation or warranty that such content is accurate, complete, truthful or correct.

5. Franchisee acknowledges and understands that Boneheads and not Franchisee will register the Domain Name in the name of Boneheads or its designee.

6. The term of this Agreement shall commence on the Effective Date and will continue thereafter until terminated as provided herein. Boneheads may terminate this Agreement for any reason (and regardless of whether Franchisee is in breach hereof) and at any time by providing written notice to Franchisee. This Agreement will terminate automatically upon termination of the Franchise Agreement.

7. Franchisee agrees that its actions under this Agreement including, without limitation, use of the Domain Name and operation of the Website shall be considered conduct relating to Franchisee's operation of the Restaurant such that Franchisee's indemnification under the Franchise Agreement shall apply to any claims or actions against Boneheads, its parent, subsidiaries and affiliates and its and their respective officers, directors, employees, agents, representatives, successors and assigns, arising out of, or relating to, this Agreement.

8. Upon termination of this Agreement, Franchisee will immediately cease all use of the Domain Name, the Website, and the contents thereon, and all other materials containing the Domain Name. Franchisee will also take all steps necessary to assist Boneheads in disabling the Website.

9. Franchisee acknowledges Boneheads' or its designee's exclusive right, title and interest in and to the Domain Name and further acknowledges that nothing herein shall give it any right, title or interest in the Domain Name. Franchisee will not, at any time, challenge Boneheads' or its designee's ownership of the Domain Name, challenge the validity of the Domain Name, or impair any right, title or interest of Boneheads or its designee in the Domain Name. Franchisee will assist Boneheads in securing, preserving and protecting Boneheads' or its designee's rights in and to the Domain Name. Franchisee agrees to execute all documents requested by Boneheads or its designee or by the Registrar through which the Domain Name is registered, that are necessary to obtain protection of the Domain Name or to maintain its continued validity or enforceability.

10. If a third party violates Boneheads' right, title and interest in and to the Domain Name, Franchisee will cooperate with Boneheads, at the Franchisee's expense, to terminate such violations. Franchisee will notify Boneheads of any violations of Boneheads' or its designee's right, title or interest in and to the Domain Name of which Franchisee has notice. Franchisee acknowledges that Boneheads has the exclusive right to prosecute and defend at its own expense all suits or proceedings which involve in any way the validity of, title to, or infringement of the Domain Name and that all damages recovered in any such suits or proceedings are the sole property of Boneheads.

11. In the event of any litigation relating to the Domain Name, Franchisee will execute any and all documents and do such acts as may, in the opinion of Boneheads or its designee, be necessary to carry out such litigation.

12. Franchisee's rights and duties hereunder may not be transferred or assigned by Franchisee without the prior written consent of Boneheads, which consent may be withheld for any reason or no reason.

13. Any and all notices required or permitted hereunder will be in writing and will be personally delivered, sent by registered mail, or sent by other means which affords the sender evidence of delivery or attempted delivery, by one party to the other at its address as set forth above. Any notice by a means which affords the sender evidence of delivery or attempted delivery shall be deemed to have been given and received at the date and time of receipt or attempted delivery.

14. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Georgia.

15. Nothing in this Agreement shall be deemed or construed to constitute or create between the parties hereto a partnership, joint venture, agency, or employment arrangement. The failure of Boneheads at any time to require performance by Franchisee of any provision of this Agreement shall not affect in any way the full right to require such performance at anytime thereafter; nor shall the waiver by Boneheads of a breach of any provision hereof be held to be a waiver of the provision itself. The covenants contained herein are severable and should be so interpreted and construed. If any court or other tribunal of competent jurisdiction determines that any covenant, taken in its entirety as a whole, is invalid or unenforceable under applicable law because it is deemed unreasonable or against public policy, it is the intention of the parties to abide by those provisions or portions of the covenants as such competent authority deems would have imposed a reasonable restriction or restriction compatible with public policy. Moreover, if any clause or provision contained herein is invalid or unenforceable under applicable law, then the remainder of this Agreement is to remain operative and in full force and effect. The parties may execute this

Agreement in any number of multiple counterparts, each of which is to be deemed an original, and all such counterparts taken together constitute one and the same instrument.

16. The terms and conditions herein comprise the entire agreement between the parties with respect to all matters contained herein and supersede any prior understanding or agreement between them respecting the use of the Domain Name. This Agreement is intended to supplement the rights granted to Franchisee under the Franchise Agreement with respect to the Marks, as defined in the Franchise Agreement. These terms and conditions may not be modified, altered or amended, except by an express written declaration which is signed by a duly authorized corporate officer of each party.

REVIEWED, ACCEPTED AND AGREED TO:

FRANCHISEE

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

As Guarantors of the Franchise Agreement and in consideration of the license granted to Franchisee to use the Domain Name, we, the undersigned, jointly and severally, hereby absolutely and unconditionally agree to be personally bound by each and every covenant, term, condition, agreement and understanding contained in this Agreement. We, the undersigned, further agree that the Guaranty we signed in connection with the Franchise Agreement shall apply with equal force and effect to this Agreement.

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Guarantor

ACCEPTED BY:

BONEHEAD'S SEAFOOD, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_