

COURT RULES RESELLER AGREEMENT
Joint Sales and Support

This Court Rules Reseller Agreement (this "Agreement") is entered into this _____ day of _____ (the "Effective Date") by and between _____, with a place of business located at _____ ("Reseller"), and CalendarRules.com LLC, a California limited liability company with a place of business located at 3000-F Danville Blvd. #276, Alamo, CA 94507 ("CalendarRules" or "Licensor").

WHEREAS, CalendarRules offers a hosted service through which users may access information relating to the rules of various state and federal courts and other agencies ("Rules Subscriptions"); and

WHEREAS, Reseller wishes to resell court rule subscriptions and to offer the ancillary services related to same to its end-user customers;

NOW, THEREFORE, CalendarRules and Reseller agree as follows:

1. Definitions.

(a) "Reseller Software" means the package of computer software and information services which integrate with the CalendarRules Rules Service, commonly referred to as Practice Master.

(b) "Reseller Customers" means Reseller Software End Users.

(c) "Revenue Share Payments" means payments made to Reseller under Section 6(a).

(d) "Rules Database" means the database comprising all of the Rule Sets, which is owned and maintained by CalendarRules and which is made available through the Rules Service.

(e) "Rules Service Collateral" means the Rules EULA and various marketing, descriptive, and training materials relating to the Rules Service that CalendarRules may make available from time to time to Reseller.

(f) "Rules EULA" means CalendarRules' end user license agreement in the form attached hereto as Exhibit A, through which Reseller Customers will obtain the right to use the Rules Services.

(g) "Rules Service Charges" means the amount invoiced to Reseller customers for a subscription to the rules service. For purposes of calculating revenue share payments, Rules Service Charges will accrue on the date that CalendarRules.com is paid for any subscriptions sold to Reseller customers.

(h) A “Rule Set” is the body of rules pertaining to the courts and agencies in a particular state, or to particular courts or agencies within a state. The Rule Sets that are available as of the Effective Date are described at www.calendarrules.com.

(i) “Rules Updates” means the updates to the Rules Database which CalendarRules will provide pursuant to its duty to maintain the Rules Database under Section 7(b) below.

(j) “Term” is defined in 11 below.

2. License

(a) Grant of License. CalendarRules hereby grants to Reseller a worldwide license to, on a non-exclusive basis, sell subscriptions to the Rules Service to Reseller’s customers for use of the rules service in Reseller’s software.

(b) No Reverse Engineering. Reseller will not reverse engineer, make derivative works of, or otherwise reconstitute or recompile the Rules Service, Rules Database or the Rules Management Software.

3. Marketing of the Rules Service to Reseller’s Customers.

(a) CalendarRules hereby authorizes Reseller to sell subscriptions to the Rules Service to Reseller’s Customers. CalendarRules will be directly obligated to provide services to Reseller’s customers who subscribe to the Rules Service and agree to the Rules EULA.

(b) Reseller will use commercially reasonable efforts, at its expense, to promote the sales of Rules Service subscriptions to Reseller’s customers, and to solicit purchase orders for such subscriptions from Reseller’s customers.

(c) Prior to making the Rules Service available to any Reseller customer, Reseller will obtain a copy of the Rules EULA that has been signed by an authorized representative of such customer, and provide a copy to Licensor.

(d) Reseller will not make any false or misleading representations, or engage in false or misleading advertising with respect to the Rules Service or the Rules Database.

4. Training and Support of Reseller Customers.

(a) CalendarRules will make available to Reseller Rules Service Collateral, which will include documentation and training materials relating to the Rules Service. Reseller will have the principal responsibility for training Reseller’s customers in the use of the Rules Service. CalendarRules will provide phone support to Reseller’s customers for specialized training issues relating to the Rules Service. CalendarRules reserves the right to charge for on-site or specialized training on a time and materials basis.

(b) Reseller will at its expense provide Level 1 support to Reseller's customers for issues relating to the Rules Service. CalendarRules shall provide back-up technical support to Reseller's personnel by telephone during CalendarRules' normal business hours, or at Reseller's option, by electronic mail.

(c) CalendarRules will without charge train Reseller's trainers in the provision of Level 1 support for the Rules Service. CalendarRules shall provide training via WebEx within a reasonable period of time after execution of this Agreement and no later than one week after any and all substantial modifications of the Rules Service at no cost to Reseller.

5. Pricing of the Rules Service.

(a) Reseller will charge Reseller's customers for subscriptions to particular Rule Sets in accordance with the current pricing. This pricing schedule will remain effective for one year after the Effective Date. On a transaction-by-transaction basis, the parties will discuss in good faith pricing adjustments that might be necessary or desirable for particular sales opportunities. CalendarRules will give Reseller at least 90 days prior written notice of any increases in the pricing schedule.

(b) No license fees will be charged or accrued for use of the Rules Service by (i) Reseller solely for the purpose of development, testing purposes, technical support, and demonstration; (ii) Reseller's customers for demonstration or evaluation purposes.

6. Revenue Share

(a) Revenue Share for Sales of the Rules Service. Reseller will earn revenue share payments of 15% of net subscription revenue for as long as reseller is managing the customer relationship and securing renewals.

(b) Invoicing Subscribers

(i) Unless agreed otherwise, CalendarRules will invoice and collect subscription related fees.

(c) Payment Terms. Revenue share payments will be made to Reseller within 30 days of CalendarRules receiving payment from Reseller customers.

7. Maintenance of the Rules Services.

(a) Addition of Rule Sets. CalendarRules will determine, in the reasonable exercise of its discretion, whether and when to add additional Rule Sets to the list of Rule Sets available. The foregoing notwithstanding, in order to meet the demand of Reseller's customers and upon Reseller's written request, CalendarRules will add Rule Sets within a commercially reasonable time after each such request.

(b) Maintenance of the Rules Database; Deletion of Rule Sets.

- (i) CalendarRules will use its best efforts to maintain the currency of data contained in the Rule Sets.
- (ii) CalendarRules shall use commercially reasonable efforts to ensure the accuracy, reliability and timeliness of all information in the Licensed Materials that will be provided to Reseller and/or Reseller's customers, which shall be at least as accurate, reliable and timely as such information provided to CalendarRules' customers generally, including other Resellers. CalendarRules shall use its best efforts to provide Reseller and Reseller's customers with timely updates of all of the information in the Rule Sets. Updates to the Rule Sets shall be available to Reseller in the same time frame as they are available to CalendarRules' other customers and Resellers
- (iii) Sections 7(b)(i) and 7(b)(ii) notwithstanding, CalendarRules may in the reasonable exercise of its business judgment discontinue maintenance of one or more particular Rule Sets through the following procedure. CalendarRules will give Reseller advance written notice that CalendarRules wishes to cease maintenance of one or more particular Rule Sets (an "End of Service Notice"). For 30 calendar days after the date of the End of Service Notice, Reseller may continue to sell to Reseller's customers subscriptions that include service for the to-be discontinued Rule Sets. After such period, Reseller will not offer subscriptions for service that includes such Rule Sets. CalendarRules will continue to maintain the discontinued Rule Sets until all subscription contracts that include service for such Rule Sets have been served out.

8. Hosting of the Rules Service.

(a) CalendarRules will at its expense cause the Rules Service to be hosted and made available over the Internet. CalendarRules and Reseller will agree on reasonable technical measures for the authentication of Reseller's customers.

(b) Availability. CalendarRules will exercise its best efforts to make the Rules Service available to Resellers customers via a standard broadband Internet connection on a 24-hour, 365-days-per-year basis, subject to scheduled maintenance downtime and to occasional unscheduled downtime due to exigent circumstances. CalendarRules will give reasonable (in light of the circumstances, but at least 24 hours) advance written notice to Reseller and Reseller's customers of scheduled downtime.

9. Representations and Warranties of CalendarRules/ Indemnification. CalendarRules represents and warrants to Reseller that:

(a) Power and Authority. CalendarRules has the full power and authority to enter into and fulfill the terms of this Agreement and to enter into the undertakings contained herein and the granting and performance of this Agreement does not violate any agreement to which it is bound or any law, rule, or regulation to which it is subject.

(b) Ownership; No Conflict. CalendarRules is the sole and exclusive owner of, or has licensed from the appropriate third parties, all rights in and to the Rules Service, Rules Service APIs, the Rules Management Software, Rules Sets, Rules Updates and the Rules Database (the “Licensed Materials”) and has full and exclusive rights to grant all licenses and rights granted to Reseller herein.

(c) In addition, CalendarRules represents and warrants that:

- i. such ownership or rights are free of any and all liens, encumbrances, restrictions, settlements, judgments or adverse claims;
- ii. CalendarRules has not previously assigned, pledged or otherwise encumbered such rights in a manner that conflicts with the rights granted herein;
- iii. CalendarRules shall not assume any obligations or restrictions that would in any way interfere with or be inconsistent with this Agreement;
- iv. the Licensed Materials do not and will not infringe upon any patent, copyright, trade secret or other proprietary rights of others;
- v. no claim or action has been made or is pending or threatened against Licensor with respect to the infringement of any patent, copyright, trademark, or other intellectual property of any third party;
- vi. to the best of CalendarRules’ knowledge, the Licensed Materials contain no computer instructions, code or other technological means that will disrupt, damage or interfere with any use of the Reseller Calendar Software (“Harmful Code”), and Licensor. “Harmful Code” shall include, without limitation, any code containing viruses, Trojan horses, worms or like destructive code, or code that self-replicates; and

EXCLUSION OF OTHER WARRANTIES. EXCEPT FOR THE WARRANTIES PROVIDED IN THIS SECTION, CALENDARRULES MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE RULES SERVICE, THE RULES DATABASE, THE RULES SOFTWARE, OR THE RULES APIs. CALENDARRULES SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS REGARDING SUCH SERVICES AND PRODUCTS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PURPOSE, QUALITY, and NON-INTERRUPTION OF USE.

(d) Indemnification by Licensor. Licensor shall defend, indemnify and hold Reseller and its affiliates, subsidiaries, successor, assigns, agents and their respective officers, directors and employees, harmless from and against any and all claims actions, causes of action, liabilities, damages, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from a claim asserted by a third party or that the Licensed Materials or any content therein infringe any patent, design right, database right, copyright or trade secret, know-how and/or other present or future intellectual property right of any type, wherever in the world enjoyable.

(e) Without limiting remedies accorded by the indemnity stated in the preceding paragraph or any of Reseller's other rights or remedies, if it is held or it is likely to be held, that any of the Licensed Materials contain materials that constitute infringement of a third party's rights, CalendarRules may, at its election, (i) secure for Reseller, at CalendarRules' sole expense, the right to continue the use of such infringing item; (ii) replace, at CalendarRules' sole expense, and with Reseller's advance written approval such item with a substantially equivalent non-infringing item; (iii) modify such item with Reseller's prior written approval so that it becomes non-infringing but functionally equivalent. In the event CalendarRules is unable to either procure the right to continued use of the allegedly infringing item or to replace or modify the allegedly infringing item CalendarRules may terminate the Rules Service and refund to Reseller and Reseller's customers (i) the portion of subscription fees paid corresponding to the unused portion of the subscription period; and (ii) the unamortized portion of any initial or setup fees charged by CalendarRules, based on a three-year amortization period.

10. Limitations on Liability.

(a) EXCEPT FOR CALENDARRULES LIABILITY UNDER 9(d), IN NO EVENT SHALL EITHER RESELLER OR CALENDARRULES BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OF ANY KIND ARISING FROM ANY BREACH OR TERMINATION OF THIS AGREEMENT EVEN IF THE SUCH PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) EXCEPT FOR CALENDARRULES LIABILITY UNDER SECTION 9(d), IN NO EVENT SHALL THE LIABILITY OF ONE PARTY TO THE OTHER PARTY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIVITIES CONTEMPLATED HEREBY EXCEED THE FOLLOWING LIMITS:

WITH RESPECT TO CALENDARRULES, AN AMOUNT EQUAL TO THE AGGREGATE REVENUE SHARE PAYMENTS PAID BY RESELLER TO CALENDARRULES PURSUANT TO PARAGRAPH 6 DURING THE 18 MONTHS PRECEDING THE CIRCUMSTANCE GIVING RISE TO THE CLAIM FOR DAMAGES;

WITH RESPECT TO RESELLER, AN AMOUNT EQUAL TO THE PORTION OF THE RULES SERVICE CHARGES IT RETAINS PURSUANT TO PARAGRAPH 6 DURING THE 18-MONTH PERIOD PRECEDING THE CIRCUMSTANCE GIVING RISE TO THE CLAIM FOR DAMAGES.

THE FOREGOING LIMITATIONS WILL APPLY WITHOUT REGARD TO THE BASIS OF SUCH LIABILITY OR THE NATURE OF ANY CAUSE OF ACTION ASSERTED, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHER LEGAL THEORY.

11. Term and Termination.

(a) Term. The term of this Agreement shall commence on the Effective Date and will continue thereafter, until the Agreement is terminated in accordance with the terms herein (the "Term").

(b) Termination Without Cause/ Based on Decision to Terminate Products and/or Services/Based on Acquisition by Competitor. Either party may terminate the Agreement

(i) without cause and for any reason;

(ii) in the event that either

- CalendarRules decides to cease the general offering of the Rules Service; or
- Reseller decides to cease offering of Licensor's products or the Rules Service to its customers; or

(iii) in the event that the other party acquires, or is acquired by a third party that is engaged in substantial competition with the terminating party for the sale of goods and services.

(c) Termination Procedure. The party terminating for any of the reasons above may do so by giving written notice to the other party of its election to terminate. The effective date of termination will be 90 days after the date written notice is provided to the other party.

(d) Termination for Breach. Either party may terminate this Agreement earlier if the other party breaches any material provision of this Agreement and such breach is not cured within thirty days after written notice.

(e) Insolvency and Bankruptcy. Either party may terminate this Agreement effective immediately by written notice (i) upon the other party's liquidation or dissolution; or (ii) in the event that any proceedings are commenced against the other party or if the other party seeks protection under bankruptcy, insolvency, or other debtor's relief law, and such proceedings are not dismissed within sixty days after the date of commencement thereof.

(f) Survival of Certain Provisions. Termination of this Agreement will not affect any obligations that have accrued hereunder prior to the effective date of termination. The following provisions will survive expiration or termination of this Agreement and continue indefinitely: 9, 10,12, and 15.

12. Confidential Information.

(a) Each party agrees to observe complete confidentiality with regard to any non-public business plan, product road map, technical, marketing, price or other information which is disclosed by the disclosing party (including without limitation information relating to the Rules Database and the Rules Software, the Rules Service APIs, customer list and operations) (“Confidential Information”); provided, however, the foregoing does not apply to any information which (i) is already in the public domain or becomes available to the public through no breach of this Agreement by the receiving party, (ii) was lawfully in the receiving party’s possession prior to receipt from the disclosing party, (iii) is received independently from a third party free to lawfully disclose such information to the receiving party, or (iv) is subsequently independently developed by the receiving party without reference to the Confidential Information of the disclosing party. Confidential Information will not lose its character as such if not marked or stamped “Confidential,” or if it is disclosed orally.

13. Press Releases or Announcements. The Parties will agree to a press release or public announcement relating to this Agreement for purposes of sales and marketing.

14. Relationship. The relationship of the parties under this Agreement shall be and at all times remain one of independent contractors. This Agreement does not constitute either party, as the agent, legal representative, partner or employee of the other party. Neither party is granted the right or authority to assume or to create any obligation or responsibility on behalf of or in the name of the other party or to bind the other party in any manner whatsoever; provided, however, that RESELLER is authorized to provide and request signatures on the Rules EULAs with RESELLER End Users.

15. Miscellaneous Provisions.

(a) Amendments; Entire Agreement. This Agreement may not be modified, amended or changed in any way except by a written instrument duly executed by the parties hereto. This Agreement, when executed, constitutes the entire, final, complete and exclusive agreement between the parties and supersedes any prior negotiations, understanding or agreements whether oral or in writing, concerning the subject matter hereof.

(b) Audit. During the Term of this Agreement and one year after termination, either party may from time to time (but not more often than once during any rolling 12-month period) and upon at least fifteen business days written notice to the other party, conduct audits of the other party’s books and records solely to the extent necessary to verify the accuracy of payments made for rules subscriptions. Such audits may be conducted in whole or in part in the audited party’s offices where the records are located or remotely, and will be conducted in a manner that is not unduly disruptive to the audited party’s operations. The auditing party may conduct the audit through an independent third party auditor selected by it. The auditor will execute a nondisclosure agreement with the party for each audit. The auditing party will share the results of the audit with the other party. Each party shall bear its own costs in relation to an audit. In order to facilitate the right to audit hereunder, each party will maintain books and records relating

to purchases and sales under this Agreement for a period of at least three years after the date of such transactions. Subsequent audits may not examine any transaction that occurred in the period of time covered by a previous audit.

(c) Compliance with Laws. Each party shall comply with all federal, state and local laws and regulations, as amended from time to time, applicable to such party's performance of its obligations hereunder.

(d) Governing Law. This Agreement will be deemed to have been made in and shall be governed by the laws of the State where any action is brought pursuant to who the defendant is, without reference to conflict of laws provisions. Any court actions or proceedings necessary to enforce the terms of this Agreement will be conducted exclusively in a court located in the state where Reseller is domiciled, if Reseller is the defendant, and in a California court if CalendarRules is the defendant. Each party hereby consents to the personal jurisdiction of state or federal courts located in such locations solely for the purpose of adjudicating disputes related to this Agreement.

(e) Notices. All notices or other communications (except for service of process) required or permitted to be given pursuant to this Agreement shall be in writing and shall be conclusively deemed to have been received by a party hereto on the day on which such notice or communication was delivered by hand, prepaid telegram, facsimile, express overnight courier service to the address set forth in the first paragraph of this Agreement (or such other address as such party may specify to the other party from time to time), or, if sent postage prepaid by certified or registered mail, on the fifth business day after the day on which such notice or communication was mailed. All notices sent to the attention of Reseller or Licensor, shall be sent to the address set forth above.

If either party should change its address and/or facsimile number, such party shall give written notice to the other party of the new address and/or new facsimile number in the manner set forth above, but any such notice shall not be effective until actually received by the addressee.

(f) No Third Party Beneficiaries. The parties do not intend to create any third party beneficiaries who would be entitled to rely on or enforce the terms of this Agreement.

(g) Assignment. Neither party may transfer or assign any rights or delegate any obligations hereunder (whether voluntarily or by operation of law) without the prior written consent of the other party; provided, however, that either party may assign its interest in the Agreement to any successor by way of merger or consolidation or in connection with the sale or transfer of substantially all of its business and assets provided the assignee assumes all obligations and liabilities set out herein.

(h) Severability. If any provision of this Agreement is held to be illegal, unenforceable or invalid, no other provision of this Agreement shall be affected thereby, and the remaining provisions of this Agreement shall be construed and reformed and shall continue with the same effect as if such illegal, unenforceable or invalid provision was not a part hereof. The

parties agree to renegotiate in good faith any term held illegal, unenforceable or invalid and to be bound by the mutually agreed upon substituted provision or provisions.

(i) Waiver. Any waiver (express or implied) by either party of any default or breach of this Agreement shall not constitute a waiver of any other term or provision of this Agreement or of any subsequent default or breach of the same term or provision.

(j) Headings; Counterparts. The headings and captions contained in this Agreement shall not be considered to be a part hereof for purposes of interpreting or applying this Agreement, but are for references only. This Agreement and any amendments to this Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement or amendment, as the case may be.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above, with intent to be bound hereby.

Reseller:

By: _____

Title: _____

Name (please print): _____

Phone: _____

Email: _____

CALENDARRULES, LLC,
a California limited liability company

By: _____

Title: President