

MARKETING PARTNER AGREEMENT FOR DIRECT MARKETING

This agreement is between Lexprompt, LLC, at Utah Limited Liability Company, located at 1740 S Oak Springs Drive, Salt Lake City, Utah 84108, and marketing partner.

The marketing partner wishes to enter into an affiliate relationship with Lexprompt and to market Lexprompt software and sell or facilitate sale of licenses to Lexprompt software, consistent with terms of the agreement.

1. Responsibilities of Lexprompt

1.1. Payments by Lexprompt to the marketing partner

Lexprompt shall pay the marketing partner as described in this section of the agreement. Lexprompt shall make all payments within 45 days after receiving payment from the customer that purchased Lexprompt software, in a qualifying sale, as provided in this Section.

1.1.1. Determining the percentage of a commission payment for a qualifying sale

A qualifying sale is a sale of a license to Lexprompt software that was facilitated by the marketing partner or a sale of a license to Lexprompt software that resulted from sole efforts of the marketing partner.

For the qualifying sale that resulted from sole efforts of the marketing partner, Lexprompt shall pay the marketing partner a 40% commission payment.

For the qualifying sale that was facilitated by the marketing partner but did not result from sole efforts of the marketing partner, including a sale that involved a presentation by Lexprompt to the purchaser, Lexprompt shall pay the marketing partner a 20% commission payment.

1.1.2. Commission payment for the sale of a perpetual license

For the qualifying sale of a perpetual license, Lexprompt shall pay the marketing partner a commission payment that corresponds to the payment received from the purchaser, in the percentage determined in the manner provided in Section 1.1.1.

1.1.3. Commission payment for the sale of a subscription license to related purchasers

A related purchaser is a purchaser that has an ongoing relationship with the marketing partner, such as a customer or client. Lexprompt has the right to review the relationship of the marketing partner with the client.

For the qualifying sale of a subscription license to a related purchaser, Lexprompt shall pay the marketing partner a commission payment that corresponds to each payment received from the purchaser, in the percentage determined in the manner provided in Section 1.1.1.

Lexprompt shall continue to make corresponding commission payments to the marketing partner as long as the related purchaser continues to make payments to Lexprompt for the subscription license. Notwithstanding the foregoing, Lexprompt shall not be obligated to make a commission payment to the marketing partner whenever the related purchaser cancels the subscription license or otherwise fails to pay Lexprompt for the subscription license.

1.1.4. Commission payment for the sale of a subscription license to unrelated purchasers

For the qualifying sale of a subscription license, where the qualifying sale was made to a purchaser that is unrelated to the marketing partner, for the period of five years, Lexprompt shall pay the marketing partner a commission payment that corresponds to each payment received from the purchaser, in the percentage determined in the manner provided in Section 1.1.1.

Lexprompt shall continue to make corresponding commission payments to the marketing partner as long as the purchaser continues to make payments to Lexprompt for the subscription license. Notwithstanding the foregoing, Lexprompt shall not be obligated to make a commission payment to the marketing partner whenever the purchaser cancels the subscription or otherwise fails to pay Lexprompt for the subscription license.

1.2. Approval of contact with potential purchasers

To avoid potential conflicts, including conflicts that may result from multiple marketing partners contacting the same potential purchaser, the marketing partner shall provide a list of potential purchasers that the marketing partners intends to contact for the purpose of marketing or selling Lexprompt software, as provided in Section 2.2. Lexprompt shall review and provide an approval for contacting non-conflicting potential purchasers in a timely manner. Lexprompt shall have the sole discretion to disapprove contact with any non-conflicting potential purchaser, including potential purchasers previously approved for contact.

1.3. Marketing materials

Lexprompt shall provide the marketing partner with marketing and advertising materials as may be needed by the marketing partner to demonstrate Lexprompt software to potential purchasers.

Lexprompt shall provide the marketing partner with a copy of the software under a demonstration license. In terms of technical ability and functionality, the software licensed to the marketing partner shall be comparable to or the same as the software commercially offered for sale. Lexprompt shall have the right to terminate the demonstration license of the marketing partner for any cause or without cause.

1.4. Technical support

Lexprompt shall provide technical support and any reasonable training required to install, configure, and use Lexprompt software licenses to which the marketing partner plans to market or sell. Technical support includes tutorials, demonstrations showing installation and use of the software, and fixes to any technical issues or bugs.

As may be reasonable, from time to time, Lexprompt shall develop and provide to the marketing partner documentation that suitably describes installing, using, and troubleshooting Lexprompt software.

1.5. Licenses

During the term of the agreement, Lexprompt licenses Lexprompt marks, identified below, to the marketing partner, for use in activities related to and consistent with the purpose of this agreement. According to the license, the marketing partner may use and display Lexprompt marks, which are identified below, in a manner that is consistent with the overall look and feel of the marks, as they are used by Lexprompt on its websites, including www.lexprompt.com and www.write.legal, as well as in various marketing materials that are made available by Lexprompt. The license to Lexprompt marks terminates with the termination of the agreement.

The following Lexprompt marks are licensed to the marketing partner:

1. LEXPROMPT®



2. Responsibilities of the marketing partner

2.1. Marketing and sales efforts

The marketing partner shall make commercially reasonable efforts to market and sell Lexprompt software.

2.2. Approval of contact with potential purchasers

Prior to contacting potential purchasers in the efforts of marketing and selling Lexprompt software, the marketing partner shall provide a list of the potential purchasers and request approval thereof from Lexprompt, which Lexprompt shall approve in the manner provided in Section 1.2.

2.3. Employees, agents, and other representatives of the marketing partner

The marketing partner shall be responsible for all acts related to marketing or selling Lexprompt software according to the agreement. The acts related to marketing or selling Lexprompt software, which are performed by employees, agents, or contractors of the marketing

partner and by other representatives or related entities acting under directives of the marketing partner, under the authority of the marketing partner, or for the benefit of the marketing partner shall be imputed to the marketing partner as if the marketing partner had performed those acts.

All responsibilities of the marketing partner extend to employees, agents, or contractors of the marketing partner and by other representatives or related entities acting under directives of the marketing partner, under the authority of the marketing partner, or for the benefit of the marketing partner.

2.4. Representations about Lexprompt software

All of the representations made by the marketing partner in connection with Lexprompt software shall be consistent with this agreement, with the marketing material or information publicly offered by Lexprompt, including information available on Lexprompt websites www.lexprompt.com and www.write.legal, information and terms provided in the license(s) of Lexprompt software, and information expressly provided to the marketing partner by Lexprompt.

If the marketing partner makes a representation that is inconsistent with or does not exist in the information that is publicly offered by Lexprompt or specifically provided to the marketing partner by Lexprompt, the marketing partner shall be responsible for all damages resulting therefrom and shall indemnify Lexprompt therefor as provided in the agreement, unless the marketing partner receives an express written permission from Lexprompt for making such representation.

2.5. Reporting and coordination

Lexprompt and the marketing partner shall coordinate marketing efforts in a commercially reasonable manner. The marketing partner shall report to Lexprompt the list of prospective purchasers to which the marketing partner intends to market Lexprompt software to avoid potential conflicts with marketing and sales efforts of Lexprompt and other marketing partners and to properly allocate commission payments to all marketing partners.

2.6. No SPAM rule

The marketing partner shall not engage in electronic SPAM or and SPAM-related activities in connection with Lexprompt software. All emails sent by the marketing partner, which include any mention of Lexprompt or linking (direct or indirect) to Lexprompt software or any location that includes information about Lexprompt or Lexprompt software, must be fully compliant with all applicable law, including U.S. laws, such as the Can-Spam Act, and all foreign laws. The marketing partner shall be responsible for all damages and fines resulting from any SPAM or SPAM-related activities and shall indemnify Lexprompt therefrom.

3. Licenses and intellectual property rights

The marketing partner shall have a license to use intellectual property of Lexprompt only as provided in the agreement. All licenses shall be terminated concurrently with the termination of the agreement.

4. Term of the agreement

The term of the agreement will begin on the date of acceptance of this agreement by the marketing partner, as memorialized by the signature of the authorized representative of the marketing partner on the signature page.

Any party to the agreement may terminate the agreement upon 14-day notice of termination to the other party. Obligations of Lexprompt under the Section 1.1 of the agreement shall survive termination of the agreement.

5. Indemnification

Each party will indemnify and hold harmless the other in the event any act related to the agreement, which is performed by the indemnifying party, damages the other party or results in liability to the other party, including legal fees and all costs. If Lexprompt is entitled to indemnification from the marketing partner, whether during the term of the agreement or after termination, Lexprompt shall be entitled to withhold any commission payments owed by Lexprompt to the marketing partner under Section 1.1 to cover or set-off the liability. If the amount of the liability shall be estimated using commercially reasonable methods, if not known.

6. Choice of law, choice of forum, and arbitration of certain disagreements

The agreement is governed by the laws of the State of Utah. Except otherwise provided in this Section, all disputes arising from or related to the agreement shall be resolved in accordance with the relevant laws of the State of Utah, without regard to conflicts of laws principles, and in a court of competent jurisdiction in the State of Utah, Salt Lake County.

The parties shall try to settle any dispute arising out of the agreement through friendly consultations. If the dispute cannot be settled by consultations, all disputes related to accounting or apportionment of commission payments shall be submitted to arbitration, except as otherwise provided in Section 5. If the parties cannot resolve a dispute related to the relationship of the marketing partner to the purchaser, such as whether the purchaser is a related or an unrelated purchaser, or corresponding accounting of the commission payments, the dispute shall be submitted to arbitration.

Before submitting a dispute to arbitration, a party must send a notice of disagreement to the other party. The notice of disagreement must describe in sufficient detail the reasons for

impending arbitration. The party receiving the notice of disagreement has 30 days to respond to the notice.

To the extent that this agreement requires the parties to submit a dispute to arbitration, the parties waive their right to a jury trial.

7. Legal fees

Except as otherwise provided in Section 5, each party shall be responsible for its legal fees and other costs related to or arising from the agreement.

- SIGNATURE PAGE FOLLOWS -

Marketing partner information

Name

Address

Phone numbers

Email address

The undersigned accepts all of the terms of the agreement on behalf of the marketing partner.

By:

Date:

Lexprompt, LLC

By:

Date:

Please send a scanned copy of the signed agreement to legal@lexprompt.com. An authorized Lexprompt representative will subsequently sign the agreement and return a scanned copy of the signed agreement to you.