



## Service Agreement with Vendor

This Legaltech Service Agreement (“Agreement”) is made between Legalucy, Inc. a Delaware Corporation (“Service Provider”) and \_\_\_\_\_ (our law firm or professional service “Client”). The Service Provider and Client are sometimes collectively referred to herein as the “Parties” and individually as a “Party.”

Service Provider agrees to provide Client the services and Client wishes to retain the services of Service Provider in accordance with the terms and conditions of this Agreement (collectively the “Services” as defined below). In consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

### **DEFINITIONS**

**Site:** legalucy.com

**Service Provider:** Legalucy, Inc.

**User:** any live person, over the age of 18, that accesses Service Provider’s Site.

**Client:** any law firm, individual attorney or other professional or entity that provides legal, law related, or other services that signs the “Service Agreement with Vendor” and is featured on Service Provider’s Vendor Pages.

**Law related services:** services that might reasonably be performed in conjunction with and in substance are related to the provision of legal services, and that are not prohibited as unauthorized practice of law when provided by a non-lawyer.

**Vendor Page:** a page on Service Provider’s Site that provides information about a Vendor so that Users can view and potentially purchase legal solutions from such Vendor.

**Purchase/Transaction:** when a User clicks on any “Buy Now” button on a Vendor Page, submits required information, clicks submit, and a payment transaction is successfully processed.

**Submission:** any comment, suggestion, idea, concept, drawing, picture, or other material shared with Service Provider by any User, Client, or potential Client.

## **1. SERVICES**

**1.01.** Client hereby retains Service Provider to perform the following Services on behalf of the Client:

- *Service Provider will provide registered users at legalucy.com with access to educational content, resources, and information.*
- *At points that registered users may be interested, at the sole discretion of Service Provider, Service Provider may display or otherwise link to Client's services via a product description page, and host secure payment processing on the Site.*

Service Provider will determine the method, details, and means of performing the Services.

Service Provider will not provide any means for attorneys or other featured professionals to share or distribute data or information regarding legal services fees with other attorneys or professionals on the Site. Client agrees that such fees are uniquely, carefully, and privately calculated based on experience, and Client will not share, communicate about, or distribute such information with attorneys or other professionals outside of his or her firm and/or business.

**1.02.** The Parties acknowledge and agree that during the term of the Agreement the Services may be modified or expanded from time to time upon a written agreement executed by authorized representatives of the Parties expressly referencing this Agreement.

**1.03.** Client acknowledges and agrees that Service Provider may, at its sole discretion, use subcontractors and consultants to perform some of the Services to be provided under this Agreement. In the event Service Provider utilizes subcontractors or consultants to perform any of the Services, Service Provider shall remain responsible to Client for performance under this Agreement.

## **2. SERVICE PROVIDER FEES**

**2.01. Fees.** As full consideration for the provision of the Services, Client shall pay Service Provider the fees shown in Exhibit A (the "Fees"). Service Provider retains the right to modify fees and will provide a written notice to Client at least thirty (30) days in advance of any fee changes.

**2.02. Billing and Payment.** Service Provider shall prepare and submit a monthly invoice to the Client via email covering the total amount owed for Fees for the Services as agreed upon in this Agreement. The invoice will be sent the first week of the month following the month the Client has retained Service Provider. Payment is due within thirty (30) days of the issuance of the invoice.

**2.03. Compliance with Laws.** Client agrees, at its own expense, to operate in full compliance with all governmental laws, regulations, and requirements related to this contract and the services provided hereunder.

## **3. WARRANTY AND DISCLAIMER**

Service Provider does not warrant in any form the results or achievements of the Services provided or the resulting work product and deliverables. Service Provider warrants that the Services will be performed by qualified personnel in a professional and workmanlike manner in accordance with the generally accepted industry standards and practices. Service Provider shall

comply with all statutes, ordinances, regulations, and laws of all international, federal, state, county, municipal, or local governments applicable to performing the Services hereunder.

Specifically, in regards to the Services, Client acknowledges that Service Provider does not guarantee that Client will receive a certain amount of new clients.

**LIMITATION OF WARRANTY.** THE WARRANTY SET FORTH IN THIS SECTION 3 IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICES, WORK PRODUCT OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM. SERVICE PROVIDER DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PURPOSE, OR AGAINST INFRINGEMENT. SERVICE PROVIDER SHALL NOT BE LIABLE FOR ANY SERVICES OR WORK PRODUCT OR DELIVERABLES PROVIDED BY THIRD PARTY VENDORS IDENTIFIED OR REFERRED TO THE CLIENT BY THE SERVICE PROVIDER DURING THE TERM OF THIS AGREEMENT, PURSUANT TO ANY STATEMENT OF WORK OR OTHERWISE. CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY IS REPERFORMANCE OF THE SERVICES.

#### **4. OWNERSHIP OF WORK PRODUCT**

This is not a work-for-hire agreement. The copyright in all deliverables created hereunder for Client shall belong to the Service Provider. All intellectual property rights in all pre-existing works and derivative works of such pre-existing works and other deliverables and developments made, conceived, created, discovered, invented, or reduced to practice in the performance of the Services hereunder are and shall remain the sole and absolute property of Service Provider, subject to a worldwide, non-exclusive license to Client for its internal use as intended under this Agreement and the Service Provider retains all moral rights therein. This Agreement does not grant Client any license to any of the Service Provider's products, which products must be separately licensed.

#### **5. CONFIDENTIAL INFORMATION**

##### **5.01. Confidential Information.**

The Parties acknowledge that by reason of their relationship to the other hereunder, each may disclose or provide access (the "Disclosing Party") to the other Party (the "Receiving Party") certain Confidential Information. "Confidential Information" shall mean:

- i. Information concerning a Party's products, business and operations including, but not limited to, information relating to business plans, financial records, clients, suppliers, vendors, products, product samples, costs, sources, strategies, inventions, procedures, sales aids or literature, technical advice or knowledge, contractual agreements, pricing, price lists, product white paper, product specifications, trade secrets, procedures, distribution methods, inventories, marketing strategies and interests, algorithms, data, designs, drawings, worksheets, blueprints, concepts, samples, inventions, manufacturing processes, computer programs and systems and know-how, or other intellectual property

of a Party and its affiliates that may be at any time furnished, communicated, or delivered by the Disclosing Party to the Receiving Party, whether in oral, tangible, electronic, or other form;

- ii. The terms of any agreement, including this Agreement, and the discussions, negotiations, and proposals related to any agreement; Information acquired during any tours of or while present at a Party's facilities; and all other non-public information provided by the Disclosing Party hereunder. In no event shall Service Provider's use or disclosure of information regarding or relating to the development, improvement, or use of any of Service Provider's products be subject to any limitation or restriction. All Confidential Information shall remain the property of the Disclosing Party.

#### **5.02. Use of Confidential Information; Standard of Care.**

The Receiving Party shall maintain the Confidential Information in strict confidence and disclose the Confidential Information only to its employees, subcontractors, consultants, and representatives who have a need to know such Confidential Information to fulfill the business affairs and transactions between the Parties contemplated by this Agreement and who are under confidentiality obligations no less restrictive than this Agreement. The Receiving Party shall always remain responsible for breaches of this Agreement arising from the acts of its employees, subcontractors, consultants, and representatives. Receiving Party shall use the same degree of care as it uses with respect to its own similar information, but no less than a reasonable degree of care to protect the Confidential Information from any unauthorized use, disclosure, dissemination, or publication. Receiving Party shall only use the Confidential Information in furtherance of its performance of its obligations under this Agreement and agrees not to use the Disclosing Party's Confidential Information for any other purpose or for the benefit of any third party without the prior written approval of the Disclosing Party. The Receiving Party shall not decompile, disassemble, or reverse engineer all or any part of the Confidential Information.

#### **5.03. Exceptions.**

Confidential Information does not include information that:

- Was lawfully in Receiving Party's possession before receipt from Disclosing Party;
- At or after the time of disclosure, becomes generally available to the public other than through any act or omission of the Receiving Party;
- Is developed by Receiving Party independently of any Confidential Information it receives from Disclosing Party;
- Receiving Party receives from a third party free to make such disclosure without, to the best of Receiving Party's knowledge, breach of any legal or contractual obligation, or
- Is disclosed by Receiving Party with Disclosing Party's prior written approval.

#### **5.04. Required Disclosures.**

If the Receiving Party is confronted with legal action to disclose Confidential Information received under this Agreement, the Receiving Party shall, unless prohibited by applicable law, provide prompt written notice to the Disclosing Party to allow the Disclosing Party an opportunity to seek a protective order or other relief it deems appropriate and Receiving Party shall reasonably assist Disclosing Party in such efforts. If disclosure is nonetheless required, the Receiving Party shall limit its disclosure to only that portion of the Confidential Information which it is advised by its legal counsel must be disclosed.

**5.05. Unauthorized Use or Disclosure of Confidential Information; Equitable Relief.**

In the event the Receiving Party discovers that any Confidential Information has been used, disseminated, or accessed in violation of this Agreement, it will immediately notify the Disclosing Party; take all commercially reasonable actions available to minimize the impact of the use, dissemination or publication; and take all necessary steps to prevent any further breach of this Agreement. The Parties agree and acknowledge that any breach or threatened breach regarding the treatment of the Confidential Information may result in irreparable harm to the Disclosing Party for which there may be no adequate remedy at law. In such event, the Disclosing Party shall be entitled to seek an injunction, without the necessity of posting a bond, to prevent any further breach of this Agreement in addition to all other remedies available in law or at equity.

**5.06. Return of Confidential Information; Survival.**

Receiving Party shall promptly return or, at Disclosing Party’s option, certify destruction of all copies of Confidential Information at any time upon request or within thirty (30) days following the expiration or earlier termination of this Agreement. Notwithstanding any expiration or termination of this Agreement, Receiving Party’s obligations to protect the Confidential Information pursuant to this Section will survive for two (2) years after the expiration or earlier termination of this Agreement.

**6. INDEMNIFICATION**

Each party (the “Indemnifying Party”) agrees to indemnify, defend, and hold the other party and its affiliates and their respective officers, directors, employees, and agents harmless from and against all third-party claims, losses, liabilities, damages, expenses, and costs, including attorney’s fees and court costs, arising out of any of the following from the Indemnifying Party:

- i. Gross negligence or willful misconduct or
- ii. Its material breach of any of the terms of this Agreement.

The Indemnifying Party’s liability under this Section shall be reduced proportionally to the extent that any act or omission of the other Party, or its employees or agents, contributed to such liability. The party seeking indemnification shall provide the Indemnifying Party with prompt written notice of any claim and give complete control of the defense and settlement of the Indemnifying Party, and shall cooperate with the Indemnifying Party, its insurance company, and its legal counsel in its defense of such claim(s). This indemnity shall not cover any claim in which there is a failure to give the Indemnifying Party prompt notice to the extent such lack of notice prejudices the defense of the claim.

SECTION 7 STATES THE ENTIRE OBLIGATION AND THE EXCLUSIVE REMEDIES WITH RESPECT TO THE PARTIES’ INDEMNIFICATION OBLIGATIONS PURSUANT TO THIS AGREEMENT.

**7. LIMITATION OF LIABILITY**

EXCEPT FOR THE PARTIES’ CONFIDENTIALITY OBLIGATIONS UNDER SECTION 5 OF THIS AGREEMENT AND INDEMNIFICATION OBLIGATIONS UNDER SECTION 6 OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER

THIS AGREEMENT TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN SUBJECT TO THE CLIENT'S OBLIGATION TO PAY THE FEES TO THE SERVICE PROVIDER, EACH PARTY'S ENTIRE AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THE SERVICES OR THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY THE CLIENT TO THE SERVICE PROVIDER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

NO ACTION SHALL BE BROUGHT FOR ANY CLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION, EXCEPT FOR MONEY DUE ON AN OPEN ACCOUNT.

## **8. COOPERATION BY CLIENT**

Client agrees to comply with all reasonable requests of Service Provider as may be reasonably necessary for the performance of the Services under this Agreement.

## **9. TERM**

This Agreement shall commence on the Effective Date and thereafter shall remain in effect until terminated by either Party as set forth in Section 10 of the Agreement.

## **10. TERMINATION**

### **10.01. Termination for Breach.**

Either Party may terminate this Agreement at any time in the event of a breach by the other Party of a material covenant, commitment, or obligation under this Agreement that remains uncured:

- In the event where Client fails to pay Service Provider for the Services as outlined in Section 2, Service Provider has ten (10) calendar days to terminate this Agreement after providing written notice to Client of Client's monetary breach of this Agreement;
- In the event of a non-monetary breach after thirty (30) days following written notice thereof; and
- If Service Provider fails to deliver on the terms of this Agreement, Service Provider will work diligently to resolve the issue for thirty (30) days. If Service Provider is still unable to resolve the issue, this Agreement will be terminated and Client will not be charged any termination fees.

Such termination shall be effective immediately and automatically upon the expiration of the applicable notice period, without further notice or action by either Party. Termination shall be in addition to any other remedies that may be available to the non-breaching Party.

**10.02. Termination for Bankruptcy, Insolvency or Financial Insecurity.**

Either Party may terminate this Agreement immediately at its option upon written notice if the other Party:

- Becomes or is declared insolvent or bankrupt;
- Is the subject of a voluntary or involuntary bankruptcy or other proceeding related to its liquidation or solvency, which proceeding is not dismissed within ninety (90) calendar days after its filing;
- Ceases to do business in the normal course; or
- Makes an assignment for the benefit of creditors.

This Agreement shall terminate immediately and automatically upon any determination by a court of competent jurisdiction that either Party is excused or prohibited from performing in full all obligations hereunder, including, without limitation, rejection of this Agreement pursuant to 11 U.S.C. §365.

**10.03. Termination for Convenience.**

Either Party may terminate this Agreement at any time with or without cause by giving thirty (30) days prior written notice.

**10.04. Obligations upon Termination.**

Termination of this Agreement for any reason shall not discharge either Party's liability for obligations incurred hereunder and amounts unpaid at the time of such termination. Client shall pay Service Provider for all Services rendered prior to the effective date of termination. Upon termination, each Party shall return the other Party's Confidential Information that is in its possession at the time of termination. Upon the termination of the Agreement, the Client shall promptly return to Service Provider any equipment, materials, or other property of the Service Provider relating to the terminated Services that are in Client's possession or control.

**11. NON-SOLICITATION**

During the term of this Agreement and for one (1) year following the expiration or termination date of the Agreement, each Party agrees not to directly solicit or induce any person who performs Services hereunder to leave the employ of the other Party. The Parties are not prohibited from responding to or hiring the other's employees who inquire about employment on their own accord or in response to a public advertisement or employment solicitation in general.

**12. RELATIONSHIP OF THE PARTIES**

The relationship of the Parties hereto is that of independent contractors. Nothing in this Agreement and no course of dealing between the Parties shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the

Parties or between one Party and the other Party's employees or agents. Each of the Parties is an independent contractor and neither Party has the authority to bind or contract any obligation in the name of or on account of the other Party or to incur any liability or make any statements, representations, warranties, or commitments on behalf of the other Party, or otherwise act on behalf of the other. Each Party shall be solely responsible for payment of the salaries and wages of its employees and personnel (including withholding of income taxes and social security), workers' compensation, and all other employment benefits.

### **13. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of California, without reference to its conflicts of law provisions.

### **14. DISPUTE RESOLUTION**

#### **(a) Mediation**

If there is any dispute arising or related to this Agreement that cannot be resolved amicably, the Parties agree that the dispute shall first be submitted to confidential mediation for a good faith resolution that shall take place in Santa Clara County, California. The Parties shall mutually agree upon a mediation service. The mediation shall commence upon the Parties' provision of a joint, written request for mediation to the mediation service. Such request shall include a sufficient description of the dispute and relief requested. Each party shall cooperate with the mediation service in all reasonable respects and participate in good faith wherever required. Mediation fees and expenses shall be borne equally by the Parties. All communications, whether oral or written, are confidential and will be treated by the Parties as compromise & settlement negotiations for the purposes of Federal Rule of Evidence 408 as well as any applicable, corresponding state rules. Notwithstanding the foregoing, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief, such as an injunction, prior to or during the mediation in order to preserve the status quo and protect its interests during the process. If, after the earlier of: (i) sixty (60) days following the commencement of a mediation hereunder; or (ii) completion of the initial mediation session, the Parties have still not come to a resolution for any reason (including a failure to actually mediate), they shall seek to resolve the dispute by binding arbitration as fully set forth below. Until such time, neither binding arbitration nor litigation may be pursued by the Parties.

#### **(b) Arbitration**

If the dispute is not resolved in mediation as described above, then arbitration will be administered by the American Arbitration Association in accordance with its commercial arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place before a panel of one or three arbitrators sitting in Santa Clara County, California. The language of the arbitration shall be English. The arbitrators will be bound to adjudicate all disputes in accordance with the laws of the State of California. The decision of the arbitrators shall be in writing with written findings of



fact and shall be final and binding on the Parties. The arbitrator shall be empowered to award money damages, but shall not be empowered to award consequential damages, indirect damages, incidental damages, special damages, exemplary damages, punitive damages, or specific performance. The prevailing party in any arbitration shall be entitled to recover its reasonable, outside attorneys' fees, and related costs. This section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to this Agreement, except that a Party may seek a preliminary injunction or other injunctive relief in any court of competent jurisdiction if in its reasonable judgment such action is necessary to avoid irreparable harm.

**15. COLLECTION EXPENSES**

If Service Provider incurs any costs, expenses, or fees, including reasonable attorney's fees and professional collection services fees, in connection with the collection or payment of any amounts due under this Agreement, Client agrees to reimburse Service Provider for all such costs, expenses, and fees.

**16. ASSIGNMENT**

The Service Provider may subcontract its obligations and rights to a third-party.

**17. SEVERABILITY**

If any provision or portion of this Agreement shall be rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

**18. HEADINGS**

The headings appearing in this Agreement have been inserted for the purposes of convenience and ready reference and do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the provisions to which they pertain.

**19. SURVIVAL**

Each term and provision of this Agreement that should by its purpose and context survive any termination or expiration of this Agreement shall survive, regardless of the cause and even if resulting from the material breach of either Party to this Agreement.

**20. RIGHTS CUMULATIVE**

The rights and remedies of the Parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.

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**21. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

**22. AUTHORIZED SIGNATORIES**

It is agreed and warranted by the Parties that the individuals signing this Agreement on behalf of the respective Parties are authorized to execute such an agreement. No further proof of authorization shall be required.

**23. NOTICES**

All notices or other communications required under this Agreement shall be in writing and shall be deemed effective when received and sent via email to the Party’s provided email below.

The notice must be addressed to the Party to be notified at the following address or to such other address as such Party shall specify by like notice hereunder:

Client:  
Law Firm/Other Professional Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Attention: \_\_\_\_\_

Service Provider:           Legalucy, Inc.  
Email:                           [hello@legalucy.com](mailto:hello@legalucy.com)  
Attention:                      Harmony Oswald, Founder and CEO

**24. WAIVER**

No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.

**25. ENTIRE AGREEMENT**

This Agreement and any exhibits attached is the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the Parties. The Parties acknowledge and agree that they are not relying upon any representations or statements made by the other Party or

the other Party's employees, agents, representatives, or attorneys regarding this Agreement, except to the extent such representations are expressly set forth in this Agreement.

In witness whereof, the Parties hereto have executed this Services Agreement on

DATE: \_\_\_\_\_.

**CLIENT (Law Firm/Other Professional)**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Law Firm/Other Professional: \_\_\_\_\_

**SERVICE PROVIDER (Legalucy, Inc.)**

Signature: H. Oswald

Printed Name: Harmony Oswald

Title: Founder and CEO, Legalucy, Inc.

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## **Exhibit A**

### FEES

<b>Type of Solution</b>	<b>Fees Charged By Legalucy</b>
<i>Flat Fee Solution</i>	\$20 owed to Legalucy per transaction between user and law firm/other professional.
<i>Litigation</i>	\$500 owed to Legalucy for every completed agreement to engage a law firm for litigation services, where such agreement results in any payment to law firm for services provided.