



Sales Representative Agreement

Parties MetaJure, Inc. ("MetaJure") 2701 First Avenue, Suite 320 Seattle, Washington 98121 Tel 206-812-8750 Contact: Dave Eckert, CFO (dave@metajure.com)	Click here to enter text. ("Representative") Click here to enter text. Click here to enter text. Tel Click here to enter text. Contact: Click here to enter text.
MetaJure Product The MetaJure Product consists of the MetaJure Knowledge Hub server software, and the MetaSync client software. The MetaJure Product includes updates, fixes, and new versions that MetaJure designates as available to all Customers.	
Non-Exclusive Sales Representation: MetaJure appoints Representative as a sales representative for the MetaJure Product. Representative's appointment is non-exclusive, meaning that MetaJure may concurrently appoint other sales representatives and/or sell the MetaJure Product directly to Customers. Customers will license the MetaJure Product directly from MetaJure using MetaJure's standard Customer Agreement, at MetaJure's standard pricing.	
Market and Territory: The market for the MetaJure Product consists of law firms, corporate legal departments, governmental legal departments, solo legal practitioners, and legal aid providers located in the US. Representative may market the MetaJure Product to Customers outside this market and/or territory only with prior written approval from MetaJure in each instance.	
Representative's Duties: <i>Customer Sourcing and Servicing</i> Representative will source Customers for the MetaJure Product, and Representative will provide Contracting Services (using MetaJure's standard Customer Agreement), Installation Services, Training Services, and First Tier Technical Support Services directly to Customers. Such services are further defined and detailed as set forth below in this Agreement, and MetaJure may modify and amend such details from time to time as MetaJure reasonably determines and communicates to all its sales representatives. <i>Value-Added Services</i> Representative may provide value-added services to Customers of the MetaJure Product, such as custom software development.	
MetaJure Support:	

MetaJure will support Representative by providing to Representative the MetaJure Product for internal use, together with all documentation, materials, training, and support as MetaJure generally makes available to its sales representatives.

Commissions and Fees:

For *sourcing and servicing* of customers:

- MetaJure will pay to Representative a commission equal to **25%** of the license fees received by MetaJure from the Customer in the first year of the Customer's licensing of the MetaJure Product (excluding taxes paid, if any). Multi-year customer licenses paid up front in year one will be commission bearing, but not subsequent renewals of one-year licenses.
- MetaJure will pay commissions to Representative within 45 days of receipt of license fees from the Customer.
- Representative will charge Customers such fees for Installation Services, Training Services, First Tier Technical Support, and Value Added Services directly to customers as Representative sets, and Representative will be entitled to keep **100%** of such fees.

Agreement Term: begins _____, 2015, and expires _____, 201_.

Termination: either MetaJure or Representative may terminate this Agreement prior to its expiration without cause effective 30 days after written notice to the other.

This MetaJure Sales Representative Agreement ("Agreement") consists of the provisions particular to Representative set forth above, and MetaJure's general terms on the subsequent pages.

MetaJure, Inc.

Sign: _____

Dave Eckert, CFO

Date signed: _____

Representative

Sign: _____

Print Name _____

Title: _____

Date signed: _____

MetaJure Sales Representative Terms and Conditions

1. Definitions.

“Confidential Information” has the meaning assigned to it in the parties’ separate Non-Disclosure Agreement. If the parties do not have a separate Non-Disclosure Agreement, then “Confidential Information” means information that either party designates as being confidential or that, under the circumstances surrounding the disclosure of the information, ought in good faith be treated as confidential. Confidential Information will not include information a party can establish: (i) entered or subsequently enters the public domain without that party's breach of any obligation owed the other party hereunder; (ii) became known to the receiving party before the other party disclosed such information to the receiving party (and without an obligation of confidentiality); (iii) became known to the receiving party from a source other than the disclosing party (and without an obligation of confidentiality); or (iv) is independently developed by the receiving party.

“Contracting Services” means services whereby Representative will present a Customer with the MetaJure Customer Agreement with the customer-specific information filled in by Representative, answer any questions Customer may have regarding MetaJure’s licensing model, secure the Customer’s signature to the MetaJure Customer Agreement, and forward the completed MetaJure Customer Agreement to MetaJure for counter-signature.

“Customer” means an entity or person solicited by Representative who enters into a MetaJure Customer Agreement with MetaJure.

“First Tier Technical Support Services” means services performed by Representative whereby Representative will be the Customer’s initial point of contact for answers to technical support questions related to the MetaJure Product.

“Installation Services” means services performed by Representative to install the MetaJure Product on a Customer’s server and get the MetaJure Product operational for all users at Customer’s site.

“MetaJure Customer Agreement” means MetaJure’s standard agreement governing the Customer’s use of and access to the MetaJure Product, as modified and updated by MetaJure.

“MetaJure Product” means the MetaJure software product consisting of MetaJure Knowledge Hub server software, and the MetaSync client software. The MetaJure Product includes updates, fixes, and new versions that MetaJure designates as available to all customers.

“MetaJure Support” refers to all documentation, materials, training, and support as MetaJure generally makes available to its sales representatives.

“Net Amount” means the license fee for the MetaJure Product as such license fee is invoiced by MetaJure to the Customer pursuant to the MetaJure Customer Agreement, excluding charges for sales, use, value added, or similar taxes, import or export taxes or levies taxes.

“Training Services” means services performed by Representative to instruct Customer’s users in the usage of the MetaJure Product.

“Value Added Services” means services performed by Representative in addition to Installation Services, Training Services, and First Tier Technical Support Services, such as custom software development.

2. Terms Governing Representative’s Promotion and Solicitation of Orders for the Product.

(a) Prices and Terms of Licensing. In performance of Contracting Services, Representative will quote to potential Customers only the prices and the terms and conditions set forth in the MetaJure Customer Agreement, and will not have any authority to quote or offer any discount to such prices or to offer any changes to the terms and conditions of the MetaJure Customer Agreement, without having first received MetaJure’s prior written consent. MetaJure will use reasonable efforts to provide Representative with at least thirty (30) days advance written notice of any changes to pricing, as well as any other changes made to the MetaJure Customer Agreement.

(b) Orders. Representative will instruct Customer to proceed to the Metajure website and complete and submit the order form directly to MetaJure. MetaJure will prepare and send invoice directly to Customer in accordance to the order form received.

(c) Acceptance. All orders obtained by Representative will be subject to acceptance by MetaJure. Representative will have no authority to accept or execute a MetaJure Customer Agreement or to make any licensing commitments on MetaJure’s behalf to Customers. MetaJure reserves the right to reject any order in the reasonable exercise of its discretion. MetaJure’s acceptance of a given order will be made by MetaJure’s completion and distribution of invoice to the Customer. If MetaJure does not accept the order, Metajure will communicate reasons to Representative.

(d) Collection. The collection of all sums due under the MetaJure Customer Agreement is solely the responsibility of MetaJure; provided, at MetaJure’s request, Representative will provide reasonable assistance in the collection of any account receivable.

3. Terms Governing Representative’s Provision of Installation Services, Training Services, First Tier Technical Support Services, and Value Added Services. The following terms apply if Representative is performing both Customer sourcing and servicing, and not sourcing only.

(a) Installation Services. Representative agrees to contract directly with Customers for Representative’s provision of Installation Services. When submitting an order from a Customer for a MetaJure Customer Agreement, Representative will disclose to MetaJure the terms by which Representative has reached agreement with that Customer for Representative’s provision of Installation Services. Installation Services will include, at a minimum, Representative performing the following:

- Selecting appropriate hardware from which to run the MetaJure Product
- Downloading and importing the MetaJure pre-configured virtual machine.
- Install and configuration of VMWare, Hyper- or Xen.
- Joining the MetaJure server to the Customer domain
- Configuring the MetaJure Product inside the Customer environment

- Deploying the MetaSync client onto all of Customer's PCs
- Enrolling users
- Connecting its non-PC data sources to the MetaJure Product
- Starting and completing the initial crawl of Customer's data, including the syncing of data from Customer PCs
- Scheduling automatic crawls at convenient times
- Testing the MetaJure Product and its retrieval of user search queries

(b) Training Services. Representative agrees to contract directly with Customers for Representative's provision of Training Services. When submitting an order from a Customer for a MetaJure Customer Agreement, Representative will disclose to MetaJure the terms by which Representative has reached agreement with that Customer for Representative's provision of Training Services. Training Services will include, at a minimum, Representative performing the following:

- Representative will train all installed MetaJure users in the basic functionality of the product, including providing any training materials available from MetaJure
- Representative will assist Customer in installation of MetaJure Product upgrades and other improvements
- Representative will assist customer in detection of product bugs and report those back to MetaJure
- Representative will perform a user acceptance review after the training is completed and complete a summary report to MetaJure
- Representative will monitor crawls and usage at reasonable intervals to ensure continuous Customer success

(c) First Tier Technical Support Services. Representative agrees to contract directly with Customers for Representative's provision of First Tier Technical Support Services. When submitting an order from a Customer for a MetaJure Customer Agreement, Representative will disclose to MetaJure the terms by which Representative has reached agreement with that Customer for Representative's provision of First Tier Technical Support Services. When providing First Tier Technical Support Services to Customers, Representative will use all reasonable efforts to promptly respond to and answer Customers' technical questions, and Representative will escalate all such questions that Representative cannot answer to MetaJure.

(d) Customer Feedback. If in the course of providing services, Representative receives suggestions for improvements to the MetaJure Product, requests for new features or functionality or complaints about the MetaJure Product, Representative will promptly forward the details of all such communications to MetaJure via email.

4. Terms Governing MetaJure Support.

(a) Training on the MetaJure Product. To assist Representative in the promoting the MetaJure Product and training of Customers, MetaJure will upon request provide to Representative, at no charge, up to ten hours of training on the MetaJure Product. In the event MetaJure issues updates or enhancements to the MetaJure Product that require additional training, MetaJure will provide to Representative such training at no charge, not to exceed ten hours in total.

(b) License to the MetaJure Product. In consideration of Representative's entering into this Agreement, MetaJure hereby grants Representative, a non-exclusive, non-transferable, non-assignable, royalty free license to install the MetaJure Product on a server located on Representative's premises and to authorize Representative's employees to use the MetaJure Product in connection with Representative's business, including the promotion and demonstrating of the MetaJure Product to potential Customers. The MetaJure Product is provided to Representative, "as is" "where is", and is without warranty of any kind.

(c) Updates to the MetaJure Product. MetaJure will periodically make available to Customers patches, bug fixes, modifications and updates to the Software. MetaJure will support Representative in application of these updates with Customer.

(d) Product Tips. MetaJure will provide Representatives with all product tips and similar user materials that MetaJure makes generally available to its sales representatives and/or Customers to enhance Customers' knowledge of the MetaJure Product.

5. Representative's Compensation.

(a) Representative's Commission on the First Year of a Customer's MetaJure Customer Agreement. Representative's commissions will be paid by MetaJure within forty-five (45) days of MetaJure's receipt of payment from the Customer, and will be based on the Net Amounts actually received by MetaJure. If payments from a Customer to MetaJure are made monthly or in installments, commissions to Representative will likewise be based on such monthly or installment receipts, net 45 days.

(b) No Commissions in Certain Circumstances. Notwithstanding the other provisions of this Agreement, no commission will be payable to the Representative under any of the following circumstances: (i) if prohibited under applicable government law, regulation, or policy; (ii) if Representative did not directly facilitate the licensing of the MetaJure Product to a Customer; (iii) on any license to a Customer that is directly or indirectly owned by or under common ownership with Representative; or (iv) in connection with any renewal, extension or amendment to a MetaJure Customer Agreement for which Representative has already received a commission.

(c) No Other Compensation. The compensation set forth in this Agreement will be Representative's sole compensation from MetaJure under this Agreement.

(d) Expenses. Any expenses incurred by Representative in the performance of this Agreement will be Representative's sole responsibility.

(e) Taxes. Representative is solely responsible for payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of services by Representative under this Agreement and for all obligations, reports, and timely notifications relating to such taxes. MetaJure will have no obligation to pay or withhold any sums for such taxes.

6. Representative's Representations and Warranties. Representative represents and warrants to MetaJure that Representative:

- (i) has experience in selling and licensing products and services to the legal market;
- (ii) will devote such time, energy, and skill on a regular and consistent basis as is necessary to license and promote the licensing of the MetaJure Product to the legal market during the Term;
- (iii) will accurately represent and state MetaJure policies, pricing and licensing terms and conditions to all potential and current Customers, and will not present different terms, conditions or prices without having first received MetaJure's written approval;
- (iv) will promptly inform MetaJure of all Customer orders and requests for renewals;
- (v) will promptly, diligently and professionally provide all services required of it in performing services to Customers;
- (vi) will maintain regular contact with MetaJure via telephone, e-mail, or other agreed on means of communication with reasonable frequency to discuss its promotional activities for the MetaJure Product;
- (vii) will promptly disclose to MetaJure any Customer problems concerning the MetaJure Product or requests for improvements to the MetaJure Product; and
- (viii) will perform such other sales-related services with respect to Customers as MetaJure may reasonably request.

7. MetaJure's Representations and Warranties. MetaJure represents and warrants to Representative that it:

- (i) has the rights in and to the MetaJure Product necessary to enter into this Agreement;
- (ii) will provide Representative, at no cost, with materials relating to the MetaJure Product for use in promoting and marketing the MetaJure Product;
- (iii) will provide Representative with current information as to improvements, upgrades, or other changes that are planned for the MetaJure Product;
- (iv) will promptly, diligently and professionally provide all services required of it in performing the MetaJure Support; and
- (iv) will make payments of commissions earned pursuant to the terms of this Agreement.

8. Indemnification.

(a) By Representative. Upon request by MetaJure, Representative will, at its cost and expense, indemnify and hold MetaJure harmless of and from any and all third party claims, damages, or lawsuits (including reasonable attorneys' fees) resulting from or arising out of: (i) the negligent, intentional, or other acts of Representative, its employees, or its agents; (ii) Representative's provision of services to

Customers; or (iii) any claim, which if true, would be a breach of Representative's warranties set forth in this Agreement.

(b) By MetaJure. Upon request by Representative, MetaJure will, at its cost and expense, indemnify and hold Representative harmless of and from any and all third party claims, damages, or lawsuits (including reasonable attorneys' fees) resulting from or arising out of: (i) the negligent, intentional, or other acts of MetaJure, its employees, or its agents; (ii) MetaJure's provision of the MetaJure Support; (iii) a defect in the MetaJure Product; or (iv) any claim, which if true, would be a breach of MetaJure's warranties set forth in this Agreement.

9. Trademarks. Representative acknowledges MetaJure's right, title, and interest in and to all service marks, trademarks, and trade names used by MetaJure and agrees not to engage in any activities or commit any acts, directly or indirectly, that may contest, dispute, or otherwise impair MetaJure's right, title, and interest therein, nor will Representative cause diminishment of value of said trademarks or trade names through any act or representation. Representative will not apply for, acquire, or claim any right, title, or interest in or to any such service marks, trademarks, or trade names, or others that may be confusingly similar to any of them, through advertising or otherwise. Effective as of the termination of this Agreement, Representative will cease to use all of MetaJure's trademarks, marks, and trade names.

10. Termination. This Agreement may be terminated prior to its expiration:

- (i) By either party on provision of thirty (30) days written notice to the other party;
- (ii) By either party, effective immediately on receipt of written notice of termination, if either party becomes the subject of a proceeding under bankruptcy, receivership, insolvency, or similar law, which is not dismissed within forty-five (45) days after being instituted; or
- (iii) By the non-breaching party if the other party fails to cure a material breach of this Agreement, within thirty (30) days after receipt of written notice of such breach and opportunity to cure.

11. Effect of Termination. Immediately upon the termination or expiration of this Agreement, Representative will cease soliciting new Customers for the Product. For active Customers as of the date of expiration or termination of this Agreement, Representative will continue to fulfill its outstanding service obligations as required of Representative under its agreements with those active Customers. Representative will, however, immediately begin to work with MetaJure to transition future services for those Customers to either MetaJure or to another authorized MetaJure representative selected by MetaJure. Representative will also work to promptly and efficiently transfer to MetaJure (or a MetaJure selected representative) any active customer leads that Representative is in the process of pursuing as of the date of termination or expiration. MetaJure will continue to pay any commissions earned prior to termination or expiration and will continue to provide MetaJure Support to Representative for as long as Representative is continuing to honor its outstanding service obligations. Upon the expiration of the last to survive Customer service obligation that Representative is bound by, Representative will promptly return to MetaJure any MetaJure materials and information in Representative's possession and will also delete all copies of the MetaJure Product licensed to Representative under this Agreement. Following

deletion of the Product from Representative's server, Representative will promptly confirm the same in writing to MetaJure.

12. General.

(a) Nature of the Parties' Relationship. Nothing in this Agreement will be construed as creating a joint venture, partnership, employer/employee, or similar relationship between the parties, or as authorizing either Party to act as the agent of the other. Representative's relationship to MetaJure is that of an independent contractor. Representative will have no authority to bind MetaJure to any contractual terms.

(b) Assignment. The rights and the duties of Representative under this Agreement are personal, and may not be assigned or delegated without the prior written consent of the MetaJure. MetaJure may assign its rights and duties under this Agreement in connection with a sale of all of its assets or the stock of MetaJure or with the prior written consent of the Representative. The provisions of this Agreement will be binding on and will inure to the benefit of permitted successors and assigns.

(c) No Implied Waiver. The failure of either party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, will not be deemed a waiver of such party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement will constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

(d) Notices. Any notice or other communication provided for herein or given hereunder to a party hereto will be in writing and will be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective party at the addresses first listed above.

(e) Governing Law/Attorney's Fees. The laws of the state of Washington will govern this Agreement. In the event litigation results from or arises out of this Agreement or the performance thereof, the parties agree that the prevailing party will be entitled to recover its reasonable attorneys' fees and court costs, in addition to any other relief to which the prevailing party may be entitled.

(f) Confidentiality. All Confidential Information disclosed by one party to the other party under this Agreement will be governed by the separate Non-Disclosure Agreement between them. If the parties have not entered into a separate Non-Disclosure Agreement, then the receiving party will at all times keep the Confidential Information of the other party confidential and will take all reasonable security precautions to keep confidential and protect such Confidential Information from unauthorized access and use. Neither party will disclose any Confidential Information of the other party to any third party without having first received the express prior written permission of the other party, except as may be required by law. Representative also hereby agrees to be bound by the provisions of Section 4 of the MetaJure Customer Agreement as to its obligations with respect to Customer data, to the same extent to which MetaJure is bound by such provisions.

(h) Counterparts/Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which will constitute one and the same

instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium will have the same force and effect as an original signature.

(i) Severability. Whenever possible, each provision of this Agreement, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

(j) Entire Agreement. This Agreement, constitutes the final, complete, and exclusive statement of the agreement of the parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the parties.