

DocuCents™ VENDOR AGREEMENT

This DocuCents™ Vendor Agreement (the "Agreement") is made and effective _____, 2015.

BETWEEN:

DWC Direct™, LLC/DocuCents™ ("Licensor")
1320 Flynn Rd., #402
Camarillo, CA 93012

AND:

_____ ("Licensee")

(address)

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WHEREAS, Licensor has developed certain patented intellectual property and related documentation (collectively the "Products") for the purpose of effectuating third party service of legal documents on litigation parties and desires to grant Licensee a license to use this intellectual property, specifically:

1. A public Application Programming Interface (API) and related Vendor KEY that may be used to manipulate the database of DocuCents™ to manage shared customer services and purchases.
2. A copy of a software program (Print Driver) that may be copied and installed on an unlimited number of individual or shared customer workstations.

WHEREAS, Licensee wishes to sell and/or distribute the Products under the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Licensee and Licensor hereby agree as follows:

1. LICENSE

In accordance with the terms herein, Licensor grants to Licensee, and Licensee accepts from Licensor, a perpetual non-exclusive and non-transferable license to use, distribute and/or install the Products for use by Licensee and Licensee's customers.

2. COPIES

The license(s) granted herein include(s) the right to copy the Products in non-printed, machine readable form in whole or in part as necessary for Licensee's own business use and the use of Licensee's customers. In order to protect Licensor's trade secret and copyrights in the Software, Licensee agrees to reproduce and incorporate Licensor's trade secret or copyright notice in any copies, modifications or partial copies. Licensee is otherwise free to distribute the Products without restriction.

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The standard rate for delivery of documents is ninety nine cents (\$0.99) for up to 15 pages (duplex printing) and three cents (\$0.03) per page thereafter. Premium E-Delivery Customer rate is fifty five cents (\$0.55) per document for up to 15 pages (duplex printing), and three cents (\$0.03) per page thereafter, unless the document is served electronically via the DocuCents™ electronic network, in which case there is no page limit and no extra charge.. A Premium E-Delivery Customer is a customer that agrees to receive all documents through DWC Direct and/or DocuCents™ in electronic format by picking a Cloud Service of their own choosing (such as DropBox, Google Drive, etc.) and allowing DWC Direct and/or DocuCents™ to deliver mail to a folder on that Cloud Service. Pricing may change at any time with, or without, notice to Licensee or Licensee's customers.

4. COMMISSION & RESTRICTIONS

Licensee will be paid a commission of ten cents (\$0.10) on each separate mailing/delivery, after payment by the end Qualified Customer on a monthly cash accounting basis. For example, a Qualified Customer uses the Product to deliver documents to 1,000 recipients and pays \$550.00 (fifty five cents per delivery recipient), licensee gets \$100 in commission. A Qualified Customer is a customer of Licensee that has an independent Federal Tax ID number and processes a minimum of \$600 in transactions per month - no commission is payable if Licensor does not have a Federal Tax ID number for the customer, or if the customer processes less than \$600 per month in transaction fees. Only one commission is paid per transaction; i.e. if another licensee claims a relationship with a mutual customer, only one licensee will be paid a commission. Commissions are paid based on the vendor key that is transmitted with each transaction. A licensee can not be a customer (i.e. no commission is paid on transactions processed by Licensee for Licensee's own purposes - regular fees apply pursuant to the standard DocuCents™ Customer contract as amended from time to time). Licensee must maintain a minimum of 10 (ten) Qualified Customers on average per quarter or no commission is due or payable for the quarter where Licensee fails to meet this minimum requirement.

5. SUPPORT

Licensee is responsible for providing and customer support services to any customer of Licensee to whom Licensee provides the Product. Licensor shall provide to Licensee support as to technical or operational issues that Licensee can not resolve on its own. This support is limited to communications

directly between Licensee and Licensor; Licensor will not provide any support to Licensee's customer(s) directly. Regardless, Licensor shall seek to provide Licensee within 24 hours of any support request made by Licensee to Licensor. Licensee understands and accepts that some support requests may require investigation and/or alternative resolution outside of established protocol and that it may not be possible to resolve all support issues within 24 hours.

6. PRODUCT OWNERSHIP

Licensor represents that it is the owner of the Product and all portions thereof and that it has the right to modify same and to grant Licensee a license for its use.

7. INTENT TO COOPERATE

Both Licensor and Licensee acknowledge that successful implementation of the Product pursuant to this License Agreement shall require their full and mutual good faith cooperation and Licensee acknowledges that it shall timely fulfill its responsibilities, including but not limited to those set forth below.

8. TITLE TO PRODUCT SYSTEMS AND CONFIDENTIALITY

The Product and all programs developed hereunder and all copies thereof and all training manuals, software print drivers and any and all source codes, are proprietary to Licensor and title thereto remains in Licensor. All applicable rights to patents, copyrights, trademarks and trade secrets in the Product or any modifications made at Licensee's request are and shall remain in Licensor. Licensee shall not sell, transfer, publish, disclose, display or otherwise make available the Product, or copies thereof, or any software documentation, to others except as otherwise specifically provided herein. Licensee agrees to secure and protect each module, software product, documentation and copies thereof in a manner consistent with the maintenance of Licensor's rights therein and to take appropriate action by instruction or agreement with its employees or consultants who are permitted access to each program or software product to satisfy its obligations hereunder. All copies made by the Licensee of the Software and other programs developed hereunder, including translations, compilations, partial copies with modifications and updated works, are the property of Licensor. Violation of any provision of this paragraph shall be the basis for immediate termination of this License Agreement.

9. NON-COMPETE

Licensee agrees not to engage in any activity that is competitive with any activity of Licensor or the Product during the course of their relationship and for a period of THREE YEARS after the last submitted order. For purposes of this paragraph, competitive activity encompasses having an ownership interest in, or deriving profits from any entity that may be deemed to be competitive with any products or services of Licensor. Licensee further agrees and covenants not to disclose any confidential information regarding Licensor's products or services to any Third Parties, except as otherwise provided in this Paragraph. Licensee further agrees that the services provided by licensor are exclusive and licensee shall not use any other competing service in any manner whatsoever during the existence of this Agreement.

10. WARRANTY

- A. Licensor warrants that the Product will conform, as to all substantial operational features, to Licensor's current published specifications when installed and will be free of defects which substantially affect system performance.

- B. The Licensee must notify Licensor in writing, within 10 days of delivery of the Product to the Licensee (not including delivery of any subsequent modifications to the Product), of its claim of any such defect. If the Product is found defective by Licensor, Licensor's sole obligation under this warranty is to remedy such defect in a manner consistent with Licensor's regular business practices.
- C. THE ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY LICENSOR. LICENSOR MAKES AND LICENSEE RECEIVES NO WARRANTY EXPRESS OR IMPLIED AND THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF LICENSOR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE PRODUCT AND SYSTEMS.
- D. If any modifications are made to the Product by Licensee during the warranty period, this warranty shall immediately be terminated.
- E. Licensee agrees that Licensor's liability arising out of contract, negligence, strict liability in tort or warranty shall not exceed any amounts payable by Licensee for the Product identified above.

11. INDEMNITY

Licensor at its own expense will defend any action brought against Licensee to the extent that it is based on a claim that any intellectual property used within the scope of this Agreement infringes any patents, copyrights, license or other property right, provided that Licensor is immediately notified in writing of such claim. Licensor shall have the right to control the defense of all such claims, lawsuits and other proceedings. In no event shall Licensee settle any such claim, lawsuit or proceeding without Licensor's prior written approval.

If, as a result of any claim of infringement against any patent, copyright, license or other property right, Licensor is enjoined from using the Product, or if Licensor believes that the Product is likely to become the subject of a claim of infringement, Licensor at its option and expense may procure the right for Licensee to continue to use the Product, or replace or modify the Product so as to make it non-infringing. If neither of these two options is reasonably practicable Licensor may discontinue the license granted herein on one month's written notice and refund to Licensee the unamortized portion of the license fees hereunder (based on four years straight line depreciation, such depreciation to commence on the date of this Agreement). The foregoing states the entire liability of Licensor with respect to infringement of any copyrights or patents by the Product or any parts thereof.

Licensee agrees to hold harmless and indemnify Licensor against any claim of damages or losses, including monetary or equitable damages, that are caused by any misuse of the Program or related software or services, or any representation that Licensee makes in the distribution, sale or promotion of the Product.

12. DURATION AND TERMINATION

This Agreement shall remain in force and shall be effective unless and until terminated within the provisions herein.

Licensor shall have the right to terminate this agreement and license(s) granted herein:

- A. Upon 7 days' written notice in the event that Licensee, its officers or employees violates any provision of this License Agreement including, but not limited to, confidentiality;
- B. At any time and without further notice if Licensor determines that Licensee or Licensee's customers are "gaming" the DocuCents system, are directing an inordinate volume of mail outside a vertical market that Licensor is not servicing, or for any other reason if Licensor determines that Licensee or Licensee's customers are not acting in good faith.
- C. In the event Licensee (i) terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute or (iii) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority.
- D. In the event of termination by reason of the Licensee's failure to comply with any part of this agreement, or upon any act which shall give rise to Licensor's right to terminate, Licensor shall have the right, at any time, to terminate the license(s) and revoke any commissions pending due but not paid, including commissions on future transactions. Termination under this paragraph shall not relieve Licensee of its obligations regarding confidentiality as set forth in this Agreement.

Without limiting any of the above provisions, in the event of termination as a result of the Licensee's failure to comply with any of its obligations under this License Agreement, termination of the license(s) shall be in addition to and not in lieu of any equitable remedies available to Licensor.

13. ENTIRE AGREEMENT

Each party acknowledges that it has read this Agreement, it understands it, and agrees to be bound by its terms, and further agrees that this is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.

If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted without affecting the enforceability of any remaining section or provision.

14. REASONABLE CAUSES

Dates or times by which Licensor is required to make performance under this license shall be postponed automatically to the extent that Licensor is prevented from meeting them by causes beyond its reasonable control.

15. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Venue for any action brought in court of law, or alternative dispute resolution process, shall be Ventura County, California.

16. **ASSIGNMENT**

The Licensee may not assign or sub-license, without the prior written consent of Licensor, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part. No action, regardless of form, arising out of this Agreement may be brought by Licensee more than two years after the cause of action has arisen.

17. **WAIVER**

The waiver or failure of Licensor to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

AGREED:

dated:



David J. DePaolo
Managing Member
DWC Direct, LLC

dated:

(signature)

(title)
For:
