



## 2016 AMICUS INDEPENDENT CONSULTANT (AIC) AGREEMENT

THIS SOFTWARE RESELLER AGREEMENT (Agreement) is made as of this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between Gavel & Gown Software Inc. (G&G) and \_\_\_\_\_, herein designated as the Consultant. G&G and the Consultant have their respective principal places of business at the addresses hereunder following the signatures of their authorized representatives.

WHEREAS the Consultant resells software, provides training, or offers consulting services in conjunction with the professional services market, and G&G develops and markets professional productivity software:

AND WHEREAS the Consultant desires to promote and market G&G's professional productivity software as an option to be incorporated with certain of its services;

AND WHEREAS both Parties desire an alliance in which G&G will license the Consultant to MARKET AND RESELL G&G's professional productivity software as hereunder provided:

NOW THEREFORE THE PARTIES AGREE, in consideration of the mutual covenants and agreements set forth herein, that the Consultant is hereby licensed to market and resell the Gavel & Gown software products within North America and promote it in its ordinary course of business, subject to the terms, conditions, warranties and definitions more particularly set out in the "Gavel & Gown Software Reseller Agreement" hereunto attached.

IN WITNESS WHEREOF the parties hereto have executed this Agreement to be effective as of the day and year first written above.

**Gavel & Gown Software Inc.**

**Consultant**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Per: Diana Piquette  
Vice President, Sales and Marketing  
1 Yonge Street, Suite 2000  
Toronto, Ontario  
Canada, M5E 1E5  
Tel: 416-977-6633 x300

Per:



## **AMICUS INDEPENDENT CONSULTANT (AIC) AGREEMENT**

This document sets out the terms and conditions of your appointment as a licensed reseller of Gavel & Gown Software products. For simplicity, we refer to you as “Consultant” and to our company as “G&G”. We refer to the Gavel & Gown software products as the “Software”, and to the end-users to whom you license the software as “customers”. The terms “market” and “resell” as used herein, are terms of convenience, and shall import no transfer of title. Rather, these terms refer to the activities of licensing the Software to end-users on terms consistent with the Software License Agreement and those in this Agreement.

### **Section 1. General Terms and Conditions**

- a) Consultant agrees to abide by the terms and conditions of the Gavel & Gown Amicus Independent Consultant (AIC) Program, including those printed in the application materials, which are incorporated herein by reference. The terms of the Amicus Independent Consultant program and this Agreement are subject to change at G&G’s discretion. G&G shall provide thirty days’ advance written notice before any change becomes effective. Continued participation by Consultant in the Amicus Independent Consultant Program constitutes acceptance of all such changes.
- b) All Software licensed by Consultant to its customers shall be transferred subject to the terms of the Software License Agreement between the customer and G&G as set out in the License Agreement contained within the G&G Software (the "License Agreement").
- c) Title in and ownership of all the Software and documentation, and all extensions thereof, shall remain at all times the property of G&G.
- d) Consultant’s appointment as an authorized G&G Consultant shall be non-exclusive. Such appointment does not constitute a grant to any specific territory or geographical area.
- e) Consultant is an independent contractor, and the relationship between Consultant and G&G shall not be deemed to be that of employer/employee, principal/agent, joint venture, partnership or otherwise. Consultant shall at no time have the power to bind G&G or to vary the terms and conditions, or warranties concerning the Software.
- f) Consultant shall not license Software to a third party for the purpose of that party in turn sublicensing it by or to others.
- g) Consultant shall apply for and obtain all necessary licenses, permits and other authorizations required by local law in relation to sale of the Software.

### **Section 2. Payment Provisions – Non-Subscription Products**

- a) Consultant shall pay to G&G the amount set forth in the then current G&G "Software Product Price List" published by G&G as of the date of the shipment, minus Consultant's discount. The discount will be calculated based on the G&G end-user price, including all available volume discounts, but not including any temporary specials which G&G may be conducting from time to time. G&G reserves the right to revise and republish such price lists from time to time without prior written notice to Consultant.

- b) Consultant shall submit all orders for the software to G&G using the Reseller Order Form. Forms are to be sent to the Amicus Customer Care department via email at [customercare@amicusattorney.com](mailto:customercare@amicusattorney.com). All forms must be completed in their entirety.
- c) All Software packages delivered by G&G to Consultant, or to Consultant's customer(s), shall be prepaid or C.O.D., unless otherwise agreed to in writing by G&G. The shipping address must be identified on the written order submitted by Consultant.
- d) For all subscription products sold by the Consultant, the customer will pay G&G directly. The Consultant will be rebated an amount equal to their margin on the sale according to the rebate payment schedule determined by G&G for that product.

### **Section 3. Warranty and Limitations on Warranty**

- a) G&G shall warrant to Consultant all Software in accordance with its standard warranties, if any, in effect by G&G at the time of the license, as set out in the License Agreement. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. Except as provided therein, G&G makes no warranties, express or implied, and the software is provided on an "as is" basis.
- b) Consultant agrees that with respect to its licensing of the Software, Consultant shall give and make no other or different warranty or representation as to quality, merchantability, fitness or any other feature of the Software other than has been made in writing by G&G in the License Agreement and written specifications.
- c) Consultant agrees to indemnify G&G and to hold it harmless from any loss, damage, claims or demands whatsoever arising out of Consultant's activities, including, but not limited to, any express warranties or representations made by Consultant, its agents or employees, which are not part of the License Agreement and approved specifications for the Software.

### **Section 4. Advertising and Promotions**

- a) Consultant shall use its best efforts to market the Software.
- b) Upon meeting certification requirements, G&G will supply Consultant with copies of G&G's brochures and other promotional materials as described in the Gavel & Gown Amicus Independent Consultant Program.
- c) Consultant agrees that any use of G&G's trademarks, service marks or trade names will be in connection with the advertising, promotion, and sale of the corresponding product only; and that Consultant will not use such marks or names (or any other subsequently developed by G&G) in any manner likely to confuse, mislead, or deceive the public or which would be injurious to G&G. All use shall be subject to the written approval of G&G and shall contain appropriate trademark notices.
- d) Upon meeting certification requirements, Consultant may state in published materials that it is a Certified Consultant of Gavel & Gown software products, and specify its specific product certification.
- e) If it is determined that an Amicus Certified Consultant is found to be converting sales and/or leads to competing legal practice management providers, Amicus Attorney, at its sole discretion, reserves the right to remove the Consultant's listing from the Consultant Listing section of [www.amicusattorney.com](http://www.amicusattorney.com).
- f) Amicus Certified Consultants must demonstrate leadership and make the greatest possible effort to ensure that their customers are using the most current version of Amicus Attorney.

### **Section 5. Support Responsibilities**

- a) G&G may, but shall not be obligated to, make improvements and updates to the Software. Such updates shall be offered to Consultant as part of the Software at the same time and on such terms as G&G offers to any other of its Consultants. G&G further agrees to offer, from time to time, all significant updates to Consultant's customers who have previously acquired the Software, at a uniform charge and other such

terms as G&G, in its sole discretion, deems necessary to reimburse it for its costs of development, marketing and delivery of each such update.

- b) G&G will supply support services to customers in accordance with the Software License Agreement.
- c) Consultant shall be responsible for any implementation, installation or operational acceptance of the Software for each of the Consultant's end-user customers.
- d) Additional support services required by Consultant on behalf of their Customer will be charged to Consultant at a rate determined by G&G and agreed to in advance by Consultant.

## **Section 6. Terms and Conditions of Licensing**

- a) All risk of loss for copies of the Software for which Consultant has paid the Consultant price for the right to license its use to others shall pass from G&G to the Consultant at the time of shipment to Consultant. G&G shall assist Consultant in filing insurance claims on Software damaged or lost in transit.
- b) Should any customer seek to return any non-subscription Software within 30 days of purchasing it (in accordance with the G&G money-back guarantee), Consultant must return to that customer the full amount paid. Consultant must then return the product and all associated packaging and documentation to G&G within 30 days of its return by the customer, upon which delivery Consultant will receive from G&G reimbursement of the discounted price which Consultant paid G&G for that product, less the restocking charge, as set out in the G&G Consultant Returns Policy which is incorporated by reference herein.

## **Section 7. Property Rights and Confidentiality**

- a) Consultant recognizes the great value of the Software (including any modifications thereto) and of the goodwill associated therewith and acknowledges that all intellectual property rights therein and goodwill pertaining thereto belongs to and is owned by G&G.
- b) Consultant and any customer are expressly prohibited from creating any software which emulates the Software or copying, decompiling, reverse engineering, reverse compiling, disassembling, modifying or performing any similar types of operation on the Software or any other G&G Software product in any fashion or for any purpose whatsoever.
- c) Consultant shall assist and cooperate with G&G to the extent requested by G&G in the protection of G&G's intellectual property rights.
- d) Consultant shall take no steps either directly or indirectly to claim or dispute ownership or the enforceability or validity of G&G's intellectual property rights or the right of G&G to grant the rights herein or in the License Agreements.
- e) Consultant shall promptly notify G&G of any infringements or imitations by others of the Software when such becomes known to Consultant.
- f) Consultant shall promptly notify G&G of the failure of any customer to abide by the terms of the relevant License Agreement that becomes known to Consultant.
- g) Consultant shall take all reasonable precautions and actions to ensure that neither the Software, nor any portion of the Software or any printout of any portion of the Software is marketed, distributed or otherwise made available to any person except in accordance with the terms of this Agreement.
- h) Consultant shall not alter, remove or deface the trademarks, packaging, notice or legend of copyright or other means of identification of the Software.
- i) Consultant covenants to G&G that it shall not, at any time, divulge any information that it may become possessed or aware of through the operation of this Agreement concerning the confidential affairs or software design or schema of G&G and that it will take all reasonable precautions to protect such confidential information from any use, disclosure or copying except as expressly authorized by this Agreement.
- j) Consultant acknowledges that a breach of the covenants in this section 7 shall result in immediate irreparable and irremediable damage to G&G. The Parties agree that, in the event of such failure, there is no

adequate remedy at law, and G&G shall be entitled to relief in the way of temporary or permanent injunctions and such other and further relief as any court or arbitrator with jurisdiction may deem just and proper.

## **Section 8. Termination of Agreement**

- a) This Agreement shall terminate (a) automatically in the event that Consultant is the subject of a proceeding in bankruptcy, is placed in receivership, or enters into an arrangement for the benefit of its creditors, or (b) upon thirty (30) days' written notice by either party, or (c) immediately upon notification of a material breach of any of the provisions of this Agreement, or (d) on failure by Consultant to renew within the terms of the Amicus Independent Certified Consultant Program or to maintain any qualifications required by that program.
- b) **On termination of this Agreement:**
  - i. all outstanding invoices shall become immediately payable;
  - ii. Consultant shall cease distributing the Software and shall return to G&G all unused sales literature, all forms, directives, policy manuals and other written information and materials bearing the trademarks, tradenames or other identifying marks of G&G, and shall receive a full credit for all returned items;
  - iii. Consultant shall cease using any G&G trademarks or tradenames and shall cease to identify itself as an authorized Consultant of G&G; and
  - iv. Consultant shall provide G&G with such information as it may have regarding the customers to whom the Software was licensed by Consultant during the term of this Agreement as G&G may require.
- c) Neither party shall be liable to the other for damages, losses, or expenses of any kind or character on account of the termination of this Agreement, whether such damage, loss, or expense may arise from the loss of prospective customers of Consultant, or expenses incurred or investments made in connection with the establishment, development, or maintenance of Consultant's business as a Consultant for G&G. However, such termination or expiration shall not affect any claim, demand, or liability of any party created or arising hereunder prior to such time.
- d) No termination of this Agreement shall affect the validity or enforceability of any License Agreements then in effect.
- e) Sections 3, 7 and 8 of this agreement shall survive any termination of this agreement.

## **Section 9. Forum for Disputes**

- a) You agree that the Superior Court of Justice located in Toronto, Canada will have exclusive jurisdiction to resolve any disputes between you and G&G concerning this Agreement the G&G Software, the G&G Software License Agreement or otherwise and you hereby irrevocably attorn to the jurisdiction of that court.

## **Section 10. Miscellaneous**

- a) This Agreement shall in all respects be governed by and construed in accordance with the laws of the Province of Ontario.
- b) No waiver of any right or remedy on one occasion by either party shall be deemed a waive of such right or remedy on any other occasion.
- c) This Agreement is not assignable by Consultant.

- d) G&G and Consultant each expressly acknowledge that the warranty disclaimers, limited remedies and Consultant prices contained in this contract and subsequent changes to it reflect a conscientious allocation of risks.
- e) No claim may be commenced by Consultant against G&G, regarding any Licensed Software Product more than one year after shipment by G&G to Consultant.
- f) If any of the provisions contained in this agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby.