



LEGALFIT, LLC MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT and any Subscription Form (collectively the “Agreement”) entered into as of the Effective Date, reflect the terms, conditions, and understandings between Client (as identified on the Subscription Form) and Legalfit, LLC (“Legalfit”), a Kansas limited liability company, regarding the Services identified in your Subscription Form and any subsequent renewals or amendments to your Subscription Form. If there is a conflict between this Master Services Agreement and the Subscription Form, the most recent Subscription Form will control. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Client and Legalfit expressly agree as follows:

1. Services

- 1.1 **Scope.** Services provided to Client are described on the Subscription Form. “Services” may include (a) website design, development, management, implementation, administration, hosting, support, and lead tracking (“Website Subscription”); (b) citation management and link building (including Search Engine Optimization (“SEO”)); (c) content generation; (d) lead performance tracking and marketing analytics; (e) counseling and personalized marketing strategy, (f) advertising (which may include pay per click marketing services); and (g) any other service offered by Legalfit for which Client pays a fee.
- 1.2 **Modification.** Legalfit reserves the right to add, modify or discontinue Services from time-to-time in its sole discretion. In the event Legalfit discontinues any Service entirely, Legalfit will provide Client thirty (30) days prior written notice (email sufficient), or as soon as practicable.
- 1.3 **Third Party Services.** Client acknowledges and agrees that Legalfit may, in its sole discretion, engage one or more third-party contractors to provide or fulfill Services and Legalfit has no obligation to disclose to Client which contractors it engages.
- 1.4 **Relationship.** Client and Legalfit are independent contractors and neither party has the authority to make any contract, commitment, warranty, or representation on behalf of the other, or undertake any obligation or liability for the other party, except as provided in Section 1.3.
- 1.5 **Service Outage.** Legalfit will use commercially reasonable efforts to avoid any outage, unavailability, interruption, degradation or delay in Services (“Service Outage”). Client acknowledges that a Service Outage may occur as a result of scheduled maintenance or repair, force majeure (as defined herein), or any other event beyond Legalfit’s reasonable control.



2. Fees and Payment

- 2.1 Fees. Client's fees for Services are identified on the Subscription Form and begin to accrue as described on the Subscription Form. Client may be partially or fully invoiced for Services prior to the date those Services are released or performed. Setup fees and/or discounted Website Subscription fees paid in advance are nonrefundable.
- 2.2 Payment. Client agrees that setup fees are due according to the Subscription Form payment schedule. For all other fees, Client agrees to pay all fees in U.S. Dollars within thirty (30) days of the invoice date. Client is solely responsible for any applicable taxes on Services. Any amounts not paid within thirty (30) days of the invoice date will accrue interest at five percent (5%) per month (compounded) on the unpaid balance of any amount then past due or, if less, the maximum amount permitted by law. Client's failure to timely pay all fees, including interest, within sixty (60) days of the invoice date, shall entitle Legalfit to place client in collections, suspend all Services, and/or terminate this Agreement with immediate effect upon notice to Client. Client agrees to pay all interest charges, attorneys' fees and other costs of collection incurred by Legalfit in collecting the unpaid amount.

3. Term and Termination

- 3.1 Term. This Agreement shall commence on the date it is acknowledged by the Client, or as of the effective date described on the Subscription Form ("Effective Date") and shall continue in full force until termination by either Client (subject to Section 3.2) or Legalfit (subject to Section 3.3) ("Term"). Any Services which are offered on an initial or promotional term which is longer than thirty (30) days, will automatically renew on a month to month basis upon expiration of the initial term. Client understands and agrees that it is responsible for all fees for the entirety of the initial term identified on the Subscription Form.
- 3.2 Termination by Client. Client may terminate this Agreement, including any Service, by giving Legalfit written notice at support@legalfit.com, and such termination shall be effective thirty (30) days following the first billing cycle after Client gives notice. Client's non-payment for agreed Services does not terminate this Agreement. Legalfit shall, at Client's request, suspend or remove Client's Website Subscription at any time, provided that any suspension or removal does not relieve Client of its obligations to provide at least a thirty (30) day notice of termination and Client remains responsible for any remaining payment obligations for the Term. In the event Client is unable to practice law due to disability or death, this Agreement, including any Services, will terminate thirty (30) following notice to Legalfit by Client or its authorized representative.
- 3.3 Termination by Legalfit. Legalfit may terminate this Agreement, including any Service, at its sole discretion, by giving Client thirty (30) days written notice (email sufficient), or, in the

event of Client's failure to timely pay all fees, Legalfit reserves the right to immediately suspend all Services and terminate this Agreement upon notice to Client.

- 3.4 Suspension of Services. Client agrees that Legalfit may, in its sole discretion, suspend Services, including removing Client's website, due to Client's failure to timely pay all fees pursuant to Section 2.2 ("Suspension"). In the event of Suspension, Legalfit shall replace Client's website with a notice of non-payment. Client understands and agrees that for each month of Suspension, in lieu of Client's monthly Website Subscription fee, Client will incur a \$75.00 fee which is in addition to any other unpaid fees and interest accrued as described in Section 2.2. Legalfit may, in its sole discretion, restore Services after Client has paid all fees and interest.

4. Ownership

- 4.1 Website Subscription Services. Client agrees that Legalfit owns all intellectual property rights used in the creation or implementation of Services, including all patent rights, copyrights, trademark rights, moral rights, technology, source code, object code, HTML, CSS, algorithms, architecture, and platform rights associated with Client's Website Subscription (including the Content Management System (CMS) and Legalfit Dashboard) ("Website Technology") and Legalfit grants Client a nonexclusive and nontransferable license to use the Website Technology which is incorporated into Client's Services during the Term, except that, after Client maintains a Website Subscription for twelve (12) continuous months and pays at least \$5,000.00 in Website Subscription fees, Legalfit shall grant Client all rights, title and interest in the HTML and CSS files (including the content) created specifically for Client as part of the Website Subscription. With respect to content Services (such as a blog posts and articles) specifically created for Client which are separate from the Website Subscription, upon Client's fulfillment of all payment obligations associated with any content generation, Legalfit shall assign all right, title and interest in those content generation Services to Client. Legalfit may use Client's Website Subscription for marketing or promotional purposes. Legalfit may, at Client's request, transfer ownership of Client's tracked line to Client, for a \$50.00 additional fee. Legalfit has no obligation to provide any assistance regarding configuration of Client's website, including transition of Services of Client's website to Client, or to any other vendor at any time.

- 4.2 Client Generated Content. Legalfit does not claim any ownership rights to any content provided by Client in the creation or implementation of Services ("Client's Content"). Client is solely responsible for Client's Content and shall be liable for any material protected by trademark, copyright, patent, or other similar right used in Client's Content. Legalfit may compile and use aggregated non-personal information taken from Client Content and may provide such information to third parties. Aggregated non-personal information means



information that is taken from Client's Content or Client's use of Services, but that is compiled in a way so that it no longer identifies an individual person.

- 4.3 Domain. Legalfit will, at Client's request, (a) register Client's domain name (subject to availability of the chosen name) on behalf of Client, and (b) maintain and manage that domain name throughout the Term. Regardless of whether Client or Legalfit registers Client's domain name, Client agrees to provide all domain account information to Legalfit and authorizes Legalfit to access and maintain client's domain name account throughout the Term. In the event Client has already registered its domain name, Client is responsible for maintaining DNS hosting services. Client is solely responsible for paying all registration and hosting fees to the applicable third-party(ies) throughout the Term.

5. Client Information.

- 5.1 Account Information. Client agrees to furnish to Legalfit all account permissions necessary to provide Services. Client agrees that any information Client submits to Legalfit, including contact, licensure, billing, password and payment (including credit card) information ("Account Information") is current and correct, and that Client will immediately notify Legalfit of any change in Account Information by contacting support@legalfit.com. Legalfit may collect, store and/or use Account Information for any purpose related to Services, including marketing to Client additional Services, enforcement of this Agreement, and to comply with applicable laws.
- 5.2 Third Parties. Legalfit does not knowingly share Account Information with any unaffiliated third party, unless necessary to provide Services. If Legalfit is sold or transferred to, merged with, or acquired by a third party, Client Account Information may be transferred to such third party as part of the transaction, in which event the privacy policy of such third party may govern further use and disclosure of Account Information.

6. Disclaimers

Services are provided "as-is" without warranty of any kind, express or implied, including warranties of performance, merchantability, fitness for a particular purpose, accuracy and/or completeness. Except as provided herein, Legalfit, including its suppliers, subcontractors, or affiliates, does not warrant that Client's Services will be uninterrupted, timely, secure, or will operate error free. Legalfit similarly makes no guarantees, representations or warranties regarding the results or performance of the Services, including the quality or volume of lead generation or internet traffic, or the accuracy or reliability of Services, and has no liability for claims related to an end-user's inability to access the Services.

7. Limitation of Liability



To the fullest extent permitted by law, Legalfit will not be liable for any indirect, special, incidental, or consequential damages of any kind (including lost profits), regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise, even if informed of the possibility of such damages in advance. No claim arising out of or related to any Service may be brought by Client or Legalfit more than twelve (12) months after all Services are terminated, except that in the event of unpaid fees, Legalfit may bring an action to collect unpaid amounts at any time prior to the expiration of the applicable statute of limitations. Legalfit's aggregate liability will not exceed the greater of (i) total fees paid to Legalfit by Client for the three (3) month period preceding any claim or (ii) one thousand dollars (\$1,000). Legalfit is not responsible for any loss of data resulting from its deletion of any Services, network or system outages, failure or malfunction, or any other reason. In addition to the foregoing, Legalfit will not be liable for any loss, injury, claim, liability or damage of any kind resulting from Client's noncompliance with all applicable local and state laws or from Client's violations of such laws.

8. Responsibilities

- 8.1 Compliance with Lawyer Advertising. Client acknowledges and agrees that it is solely responsible for compliance with all laws, rules, and regulations regarding attorney advertising, licensure, the authorized practice of law, and ethical obligations promulgated by any jurisdiction, court, bar association, tribunal, and/or any other governing body which is applicable to Client (including Client's staff and other representatives) and any Services for which Client subscribes. Client is also solely responsible for assessing the authenticity of any email or other communications received through Client's Website Subscription, and Legalfit shall have no liability for any communications, agreements, or transactions between you and any third party.
- 8.2 User Information. Client acknowledges and agrees that in the event it obtains personally identifiable information (including name, address, phone number, email, date of birth, or payment information) of user of Client's website ("User Information"), Client is solely responsible for the safeguarding of any User Information in its control, and shall comply with all applicable laws and regulations regarding the security and privacy of User Information.

9. Indemnification

Client agrees to indemnify and hold harmless Legalfit and its respective officers, employees, agents and representatives from and against any third-party actions, claims, demands, suits, liability, damages, costs, expenses and attorneys' fees arising out of (1) materials, content and/or information Client provided to Legalfit to create or provide Services which is false, defamatory, offensive, deceptive, or may otherwise cause harm to Legalfit, a third party, or



may infringe on a third-party's intellectual property or other rights; (2) misuse, storage, or handling of any User Information; and/or (3) Client's violation of any applicable law or regulation regarding the security and privacy of User Information.

10. Miscellaneous Provisions

- 10.1 **Governing Law and Venue.** The laws of the State of Kansas govern all matters arising out of this Agreement. The parties agree that the venue for all disputes and claims related to or arising out of this Agreement will be exclusively in the State of Kansas and will be resolved by a court of competent jurisdiction in the State of Kansas.
- 10.2 **Force Majeure.** Each party's performance under the Agreement is subject to interruption and delay due to causes beyond reasonable control of the party and could not reasonably have been foreseen or avoided, including, without limitation, third-party network or system outage, hacking, virus attack or other form of sabotage, Acts of God, acts of government, strikes, lockouts, riots, insurrection, civil commotion, war and terrorist attacks.
- 10.3 **Amendments.** No amendments, modifications or supplements to this Agreement shall be binding unless in writing and signed by both parties.
- 10.4 **Confidentiality.** The Agreement, including conditions and pricing information is "Confidential Information" of Legalfit. Client will receive and maintain Confidential Information in trust and confidence and not disclose or provide access to the Confidential Information to any third party. Client understands disclosure of Confidential Information may cause competitive harm to Legalfit and any breach of this confidentiality provision, in addition to any other remedy it may have under the Agreement, at law or in equity, may immediately terminate the Agreement without refund.
- 10.5 **No Exclusivity.** Client acknowledges and agrees that Legalfit may, in its sole discretion, provide similar or identical products to other clients, which may be competitors of Client. Website Subscriptions do not grant Client an exclusive right or privilege to Services.
- 10.6 **Assignment.** Client may not assign its rights or delegate its duties under this Agreement to access Services without the prior written consent of Legalfit.
- 10.7 **Waiver.** The failure of either party to exercise or enforce any right or provision of the Agreement will not constitute a waiver of such right or provision.
- 10.8 **Successors and Assigns.** Successors and Assigns. The Agreement will be binding on, and will inure to the benefit of, the parties' and their respective successors and permitted assigns.



- 10.9 Severability. If any provision of this Agreement shall be held unenforceable, in whole or in part, the remaining provisions shall not be affected and are fully enforceable.
- 10.10 Survival. Any provision of this Agreement that imposes a right or obligation after the termination of this Agreement will survive the termination and be binding on the parties.
- 10.11 Entire Agreement. This Agreement (including all Subscription Forms) constitutes the entire agreement between Client and Legalfit with respect to the subject matter hereof and supersedes all prior understandings, communications and agreements, written or oral, between them with respect thereto.