

## 1-800-DIVORCE SERVICE AGREEMENT

1. **PARTIES:** This Service Agreement is entered into by and between LEGAL MARKETING SYSTEMS, LTD. (Federal Tax ID #98-0167421), hereinafter referred to as LMS, whose mailing address for the purposes of this Service Agreement is 2221 NE 164<sup>th</sup> Street, Suite 382, N. MIAMI BEACH FL 33160 and \*, hereinafter referred to as ATTORNEY, whose mailing address for the purposes of this Service Agreement is \*.

The e-mail address of LMS is peteroh@1800divorce.com. The e-mail address of ATTORNEY is \*.

The mailing address and e-mail address of each party shall be subject to change from time to time upon written notice to the other party.

2. **RECITALS:** This Service Agreement is entered into with reference to the following facts:
- a. LMS owns the exclusive right, subject to applicable Federal and state telecommunications tariffs, to use the telephone numbers, 1-800-348-6723 and 1-888-348-6723 (hereinafter collectively 1-800-DIVORCE) throughout North America.
  - b. 1-800-DIVORCE has been assigned United States Trademark Registration Number 1,863,359.
  - c. LMS owns the exclusive right, subject only to applicable Federal and state laws and regulations, to use the Internet domain names, 1800DIVORCE.COM and 1-800-DIVORCE.COM (hereinafter collectively 1800DIVORCE.COM).
  - d. LMS offers ATTORNEY (i) an exclusive license to use, advertise, market, promote and otherwise commercially exploit 1-800-DIVORCE, 1800DIVORCE.COM and any appurtenant statutory or common law trademark rights, within the geographic area delineated at section 3(a) below; (ii) a non-exclusive license to use the same on the Internet; and (iii) a geographically-targeted Google Ads campaign that is managed by LMS and which provides ATTORNEY with consumer form submission leads sent to ATTORNEY's designated email address at section 1 above and consumer phone calls sent across 1-800-DIVORCE to ATTORNEY's designated phone number at section 5 below.
  - e. ATTORNEY is, and shall be for the term of this Service Agreement, (i.) an attorney in good standing with his or her state's bar association; (ii.) a holder of an active license to practice law within the geographic area delineated at section 3(a) below; and (iii.) engaged in the practice of law full time under all applicable local and state laws and regulations governing the specific geographic area delineated at section 3(a) below.

3. **SUBJECT MATTER:** The subject matter of this Service Agreement is:
- a. an exclusive license to use, as defined above, 1-800-DIVORCE and 1800DIVORCE.COM within the geographic area delineated by the US postal zip codes listed in Appendix A, attached hereto and incorporated herein by reference, on the effective date of this Service Agreement and a non-exclusive license to use the same on the Internet; and
  - b. a geographically targeted Google Ads campaign established and managed by LMS, as defined above

ATTORNEY's license to use 1-800-DIVORCE is more specifically defined as the right to receive, across available telecommunications facilities, telephone calls dialed or clicked to 1-800-DIVORCE from telephonic devices assigned to ATTORNEY's state commencing on the date of activation of service hereunder and continuing until this Service Agreement is terminated as specified at section 10.

ATTORNEY's license to use 1800DIVORCE.COM is more specifically defined as the right to use a personalized website or landing page in the format <https://1800Divorce.com/your-city> and a personalized e-mail account in the format [yourselectedname@1800Divorce.com](mailto:yourselectedname@1800Divorce.com), commencing within 30 days of activation of service hereunder and continuing until this Service Agreement is terminated as specified at section 10.

**4. AGREEMENT OF THE PARTIES:** In consideration of the mutual covenants and restrictions contained herein, the parties promise and agree as follows:

a. LMS agrees to cause all telephone calls dialed or clicked to 1-800-DIVORCE from phones and other devices assigned to ATTORNEY's state to be routed via available telecommunications facilities to the terminating phone number designated by ATTORNEY at section 5 below, as modified from time to time by notice to LMS from ATTORNEY, upon prompted entry by the caller of his or her 5-digit zip code, which zip code is contained in Appendix A hereto, as updated from time to time.

b. LMS agrees to cause said routing facility to become effective at the earliest practical date, as dictated by the long distance carrier for 1-800-DIVORCE, after execution of this Service Agreement and its return to LMS by ATTORNEY. LMS further agrees to maintain said routing until this Service Agreement is terminated as specified at section 10.

c. ATTORNEY agrees to provide the telephone(s), any answering device(s) and any personnel necessary to receive 1-800-DIVORCE calls routed to the terminating phone number specified at section 5 below.

d. **MONTHLY SERVICE FEE:** ATTORNEY agrees to pay to LMS in arrears a monthly service fee of \$\*, commencing on the date the routing referred to at section 4(a) above becomes effective and continuing each month thereafter during the term of this Service Agreement. Said monthly service fee shall be pro-rated, if necessary, during the first and last months of service hereunder.

e. **MINIMUM MONTHLY GOOGLE ADS BUDGET:** ATTORNEY agrees to pay to LMS in advance a minimum Google Ads advertising budget of \$\* per calendar month, commencing on the date the routing referred to at section 4(a) above becomes effective and continuing each month thereafter during the term of this Service Agreement. Said monthly minimum Google Ads advertising budget shall be pro-rated, if necessary, during the first and last months of service hereunder.

At ATTORNEY's sole discretion, as communicated in writing to LMS from time to time, ATTORNEY may pay a monthly Google Ads advertising budget higher than the specified minimum.

LMS agrees to apply all such Google Ads advertising budget received by LMS to the Google Ads campaign provided to ATTORNEY hereunder.

Any unused portion of the monthly Google Ads advertising budget not applied to the Google Ads campaign provided hereunder may be returned to ATTORNEY or rolled into the next calendar month at the sole discretion of ATTORNEY.

f. LMS agrees to invoice ATTORNEY on the first day of each calendar month during the term of this Service Agreement for the monthly service received hereunder by ATTORNEY during the prior calendar month.

All such invoices shall be accompanied by a Call Detail Report specifying the date, commencement time, duration, and the originating telephone number and city of each 1-800-DIVORCE call received by ATTORNEY during the invoiced month.

LMS further agrees to invoice ATTORNEY on the first day of each calendar month during the term of this Service Agreement for the monthly Google Ads advertising budget applicable to that calendar month.

LMS agrees to provide ATTORNEY during the term of this Service Agreement with weekly reports showing clearly the amount of the monthly Google Ads advertising budget applied during the prior week to the Google Ads campaign provided to ATTORNEY hereunder.

g. ATTORNEY agrees that every 1-800-DIVORCE call received by ATTORNEY during ATTORNEY's normal business hours shall be answered by an employee or agent of ATTORNEY or by an answering device suitable for business use.

h. ATTORNEY agrees that either a depiction of the 1-800-DIVORCE mnemonic word or a 1-800-DIVORCE logo shall be displayed, or spoken if an advertisement with audio, not less prominently than any other telephone number in any advertisement commissioned by ATTORNEY during the term of this Service Agreement if said advertisement primarily promotes ATTORNEY's family law services.

i. Apart from the rights and duties imposed upon and accepted by the parties hereunder, each party shall have no knowledge of or control over the business of the other. Accordingly, each party agrees to indemnify, and hold the other harmless from, any and all losses, liabilities, claims and lawsuits (including attorney's fees and costs), including malpractice, abuse of process and malicious prosecution, arising from or pertaining to the conduct of that party's business.

Further, neither party shall be liable in contract, tort or otherwise for incidental, consequential, specific or indirect damages, including but not limited to, lost business profits, even if that party has been advised of the possibility of same, arising from its acts or omissions in connection with this Service Agreement.

Furthermore, neither party shall be liable for any delay or failure to perform its obligations hereunder due to any cause beyond its reasonable control, including but not limited to, labor disputes, fire, accident, act of the public enemy, war, rebellion, insurrection, sabotage, transportation delay, shortage of raw material, energy or machinery, act of God, government or the judiciary, providing however that nothing contained herein shall be construed to relieve ATTORNEY of his obligation to make all payments due hereunder as they become due and payable.

j. This Service Agreement creates no agency, contract of employment, partnership, association or joint venture of any description between the parties.

The parties intend and agree that no right of continued or vested use of 1-800-DIVORCE or 1800DIVORCE.COM by ATTORNEY, not specifically and expressly created herein, shall be created or extended beyond the term of this Service Agreement based upon any general principle of estoppel, any other general principle of law or equity, any novel theory of law or equity and specifically any Federal or state telecommunications statute or regulation. Accordingly, ATTORNEY hereby waives irrevocably any such right that might inure to ATTORNEY now or in the future.

k. ATTORNEY agrees to inform LMS during its normal business hours of any malfunction in 1-800-DIVORCE or 1800DIVORCE.COM. LMS agrees to perform all acts necessary to assure that ATTORNEY receives all benefits associated with the policy for maintenance and repair of the current long distance carrier for 1-800-DIVORCE and the current Internet Service Provider/Web Host for 1800DIVORCE.COM.

**5. DESIGNATION OF TERMINATING PHONE NUMBER:** The designated phone number to which 1-800-DIVORCE calls shall be routed to ATTORNEY at the commencement of this Service Agreement is \*. Said phone number shall be subject to change from time to time upon written notice to LMS.

**6. ZIP CODE DIVISION AND ADDITION:** The parties acknowledge that existing US postal zip codes are occasionally divided such that two or more zip codes will exist where only one zip code existed prior to the division. Should such an event occur during the term of this Service Agreement, the parties agree that the rights and duties imposed and accepted under this Service Agreement shall continue to apply to the entire geographic area specified at section 3(a) above, including that in any new zip code, on the effective date of this Service Agreement.

**7. DISCOUNTS:** LMS agrees to accept a deduction from ATTORNEY's Monthly Service Fee of \$\* for a period of six consecutive months for each attorney referred by ATTORNEY to LMS, which attorney executes a 1-800-DIVORCE Service Agreement within 30 days of said referral. Said deduction shall commence, without demand, with the first 1-800-DIVORCE invoice subsequent to each such execution of a 1-800-DIVORCE Service Agreement.

Multiple referral discounts shall be applied consecutively and under no circumstances to create a credit.

**8. EFFECTIVE DATE OF AGREEMENT:** This Service Agreement shall be effective on the date of its last execution.

**9. TERM OF AGREEMENT:** This Service Agreement shall commence on the date of its last execution and shall remain in full force and effect thereafter until its termination.

**10. TERMINATION:** ATTORNEY may terminate this Service Agreement at any time, without cause, upon 30 days written notice to LMS. Termination shall be effective 30 days after receipt by LMS of written notice to terminate.

LMS may terminate this Service Agreement, for cause, upon 7 days written notice to ATTORNEY. Said notice shall specify the cause of termination. Cause for termination by LMS is strictly limited to:

(i) ATTORNEY's failure to pay the invoiced Monthly Service Fee or the invoiced minimum monthly Google Ads Advertising Budget hereunder for a period of 14 days from the date

of said invoice PLUS ATTORNEY's failure to pay the specified outstanding balance owed within the 7 day notice period following said 14 days;

(ii) Failure by ATTORNEY to maintain a working terminating number for 1-800-DIVORCE for 7 consecutive days;

(iii) Cessation of law practice by ATTORNEY;

(iv) Conviction of ATTORNEY for a practice-related crime; and

(v) Suspension or revocation of ATTORNEY's license to practice law.

The 7 day termination period commences on the date of receipt of said termination notice by ATTORNEY.

All Monthly Service Fees hereunder shall be pro-rated and payable for the period immediately preceding termination.

11. **NON-ASSIGNABILITY:** The rights and duties imposed upon and accepted by ATTORNEY under this Service Agreement are exclusive to ATTORNEY. They are non-divisible and non-assignable to any other party without the express consent of LMS. Said consent shall not be unreasonably withheld.

Under no circumstances can LMS withhold consent to the transfer by ATTORNEY of the rights and duties hereunder to a wholly or partially owned professional corporation, association or partnership of ATTORNEY after 30 days written notice of such transfer by ATTORNEY.

12. **GOVERNING LAW:** This Service Agreement shall be governed by applicable Federal and state telecommunications tariffs and the laws of the state of Florida.

13. **TOTALITY:** This Service Agreement represents the entirety of the agreement between the parties. No other terms, whether written, verbal or implied, shall be construed as being incorporated herein.

14. **SEVERABILITY:** In the event a court of law rules a term of this Service Agreement to be invalid, all other terms shall remain in full force and effect.

The failure of either party to demand or enforce full or strict performance of any term of this Service Agreement or to enforce available remedies upon breach hereof by the other party, shall not constitute waiver of any such right or remedy, or of any other right or remedy hereunder, in any present or future instance.

15. **DISPUTES AND ARBITRATION:** The parties agree that any dispute arising between them out of or relating to this Service Agreement, or a breach thereof, which dispute cannot be resolved amicably, shall be settled by arbitration administered by the American Arbitration Association in Miami, Florida under its Commercial Arbitration Rules before any suit is filed in a court of law. The parties further agree to be bound by the decision of the arbitrator and that a judgment on the award rendered by the arbitrator, which award may include administrative fees and costs, may be entered in any court having jurisdiction hereof.

In the event that a suit is filed in a court of law seeking a judgment on an award rendered by the arbitrator or to enforce an existing judgment, the prevailing party shall be entitled to reasonable attorney's fees and costs in that suit as determined by the court.

16. **RATE INCREASES:** LMS shall notify ATTORNEY in writing at least 30 days prior to any increase in the Monthly Service Fee specified at section 4(d) above.

Any such increase in the Monthly Service Fee shall be limited to 10% per annum. As an example, any increase in the Monthly Service Fee at the commencement of this Service Agreement, \$\*, would be limited to \$\* commencing with the first anniversary of this Service Agreement.

17. **COUNTERPARTS/SCANNED/FAXED SIGNATURES:** This Service Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that scanned or facsimile signatures of this Service Agreement shall be deemed a valid and binding execution of this Service Agreement.

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\*, Esq., ATTORNEY

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Date

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PETER J. O'HANLON, President-North American Sales  
By and on behalf of LMS.

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Date