

SAMPLE REVENUE PARTNER LICENSE AGREEMENT

This Revenue Partner License Agreement (the "Agreement") is entered into on _____ ("Effective Date") by and between the Bar Association ("BA") a Pennsylvania non-profit corporation and Axom Education, LLC ("Axom") a Pennsylvania limited liability company. The parties agree as follows:

I. DEFINITIONS

Actual Purchase Price means the price the customer actually paid for the course, reflecting any coupons, bundles, or other special pricing or offers.

Affiliate Sale means a sale from an Axom Education customer who originally signed up for the Axom Education website as the result of an affiliate link.

Axom Website means the website on which Axom will post all course materials.

CLE means Pennsylvania continuing education courses for attorneys.

Course means a course which the BA has identified as appropriate for online delivery through Axom Education and for which the BA has provided course materials to Axom.

Course Materials means all audio and video recordings, materials and subsequent updates to any materials, course outlines, instructor manuals, instructor information and biographies, instructor releases, participant guides, PowerPoint documents and other visuals, exams and answer sheets, and any other materials related to the online course.

Days means calendar days.

Written Notice means notice by postal mail or email.

II. COURSES

A. License.

1. This License Agreement shall be valid for an initial term of 2 years from the Effective Date of the Agreement. After the initial 2 year term, the Agreement will automatically renew on an annual basis on the anniversary of the Effective Date under the same terms. After the initial two year term, either party may terminate the Agreement upon 30 days written notice to the other party or mutually agree to a new or modified Agreement.

a. Termination of the License Agreement does not automatically terminate the licenses for any currently available Courses. The license for each Course shall be subject to the early termination provisions in section IIA3, below.

2. BA hereby grants to Axom a non-exclusive license and right to use Course Materials derived from Courses for online CLE delivery in accordance with the terms and conditions set forth herein and for no other purposes.

3. The license for each Course shall run for a minimum of two years from the date the Course Materials are provided to Axom. After the initial two year term, the license for any course will automatically renew on an annual basis under the same terms and can be terminated by either party at any time upon 30 days' written notice to the other party.

a. Early Termination. BA may terminate the license for any Course prior to the end of the initial two year term upon 30 days' notice to Axom and subject to an early termination fee of \$200 per Course if the date of the termination notice is within one year of the date the Course Materials were provided to Axom, and \$100 per course if the date of the termination notice is between one and two years from the date the Course Materials were provided to Axom. Said termination notice shall not take effect until the termination fee is paid.

4. Axom expressly acknowledges BA's and the course presenters' ownership of all rights, title and interest, including copyrights, in the Course Materials, except where the copyright of another party is expressly noted.

5. Axom shall be permitted to refer to Courses as being offered in partnership with the BA in applications for approval of CLE credit to the Supreme Court of Pennsylvania Continuing Legal Education Board and in any marketing materials for the Course. Likewise, BA may refer to Courses as being offered in partnership with Axom Education in any marketing materials for the Course.

B. Royalty Payments.

1. Axom shall pay to BA royalty payments for sales of BA courses as follows:

a. 50% of the actual purchase price paid for each purchase of a Course that is not an affiliate sale.

b. 40% of the actual purchase price paid for each purchase of a Course that is an affiliate sale where the BA was not the affiliate.

c. 60% of the actual purchase price paid for each purchase of a Course that is an affiliate sale where the BA was the affiliate (representing a 40% revenue partner commission under this Agreement and a 20% affiliate commission under the BA's affiliate agreement, for a total of 60%).

2. The parties will mutually agree on the pricing for each Course at the time the Course Materials are submitted, or by prior agreement as to the pricing scale for BA's courses. BA and/or Axom may offer promotional coupons and discounts as part of marketing efforts. Royalty payments will be calculated based on the actual purchase price after any coupons or discounts have been deducted.

3. Axom will make royalty payments for course sales and provide an accounting of all sales on a quarterly basis, within 30 days of the end of each calendar quarter.

4. BA may elect to share all or a portion of royalties for BA course sales with course presenters. Such arrangements must be designated for each Course at the time Course Materials are submitted. Axom will allow and provide accounting for up to two (2) payees per Course, provided that each payee provides Axom with a completed W-9 at the time the Course Materials are submitted.

C. Pennsylvania CLE Credit

Axom shall be responsible for maintaining approval from the Supreme Court of Pennsylvania Continuing Legal Education Board (“CLE Board”) as a Provider of Distance Learning. Axom shall be responsible for all fees and reporting requirements associated with such approval. Axom will issue a certificate to the attorney upon course completion, report credits to the CLE Board, and pay any per-credit fees associated with such reporting.

III. NO EXCLUSIVITY

A. Presentations by Others.

Axom acknowledges that the license granted under this Agreement is non-exclusive and that other entities or persons may also be given the rights to present BA CLEs.

VII. GENERAL PROVISIONS

A. Relationship Between Parties.

Nothing contained herein shall be construed as establishing a joint venture or partnership relationship between BA and Axom.

B. Governing Law.

This Agreement shall be governed by Pennsylvania law.

C. Waiver.

The failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision or any other provision of this Agreement, nor of the right of any party thereafter to enforce such provision.

D. Severability.

If any provision of this Agreement is deemed invalid or unenforceable, the other provisions herein shall remain in full force and effect and shall be construed in order to effectuate the purpose and intent of this Agreement.

E. Entire Agreement and Modification.

This Agreement constitutes the final written expression of the agreement between the parties regarding the subject matter hereof, and is a complete statement of those terms. It supersedes all understandings and negotiations, whether written or oral, concerning the matters specified herein. No amendment or modification of this Agreement shall be effective or binding unless it is set forth in writing and signed by both parties.

F. Limitations on Liability

Axom shall not be liable to BA for any indirect, incidental, consequential, special, or exemplary damages (including but not limited to the loss of revenue or goodwill or anticipated profits or lost business), even if we have been advised of the possibility of such damages. In addition, except as outlined elsewhere in this Agreement, in no event shall Axom’s cumulative liability to BA arising out of or relating to this Agreement exceed the total commission fees paid to you under this Agreement.

G. Indemnification

BA hereby agrees to indemnify and hold harmless Axom, its subsidiaries and affiliates, their directors, officer, employees, agents, partners, and members against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs and expenses arising from any claim that Course Materials provided to us by BA infringe on any intellectual property rights of a third party, any misrepresentation or breach of covenant by BA to a third party, and/or any claim related to the statements made by BA including but not limited to statements made on your website or social media accounts.

IN WITNESS WHEREOF, BA and Axom, acting through their duly authorized representatives, hereby execute this Agreement as of the date and year first above written.

For Bar Association:

For Axom Education, LLC:

Signature

Signature