



LETTER OF INTENT

By and Between _____ (VAR) and Consulting4CRM, LLC (C4CRM), a Delaware company located at 17606 Loring Lane, Spring, TX 77388.

The purpose of this document is to outline the high-level cooperation required to support VAR in offering Relationship Charts™ to their prospects and clients.

1. The Parties

The parties to this transaction are limited to the entities listed above and bound by the confidentiality agreement attached as Schedule A.

2. The Intention

This letter of intent (LOI) dated as of the last date below (“Effective Date”), is prepared to outline the basic arrangements of cooperation between the parties. C4CRM wishes to authorize VAR to resell their product Relationship Charts™ on a non-exclusive basis. VAR wishes to represent C4CRM and position this product in their market.

3. Term

This LOI shall be effective for a period of twelve (12) months from the Effective Date, and may be renewed or extended upon mutual written agreement of the parties for such further period as may be agreed upon. In the event of expiration of this Term, Schedule A shall survive and continue in effect.

4. Product

Relationship Charts (The Product) has been developed by C4CRM. C4CRM is the owner of the source code and the intellectual property of the product. VAR respects these property rights.

5. Early Adopter Period

The cooperation between C4CRM and VAR will start with an Early Adoption Period. This period is targeted at training VAR in the sales and marketing and installation and configuration of The Product. During the Early Adopter Period, sales will be made jointly through VAR and C4CRM and services will be jointly supplied by VAR and C4CRM. C4CRM will own the contracts with the end users.

6. Pricing

During the early adopter period, the parties will work closely together to determine the most effective price point to be used on a deal-by-deal basis. Product, Maintenance and Services pricing will be based on the then-current price offered generally by C4CRM to its’ customers and prospects at the time of the opportunity.

7. Customer Support & Maintenance

After being trained by C4CRM, VAR will implement help desk / support procedures and policies to provide first line (Tier One) support to customers under this LOI. C4CRM will provide second line support for the VAR support team on a timely basis. In addition, C4CRM will provide third level development resources to customize the application to accommodate specific requests from the VAR team, where applicable. These development resources will be provided on a time & materials basis after VAR and C4CRM have both agreed on the budget and investment required for certain enhancements, or to extend required functionality.

8. Professional Services

During the early adopter period, implementation and professional services will be jointly delivered by VAR and C4CRM. The goal of this early adopter effort is to collaborate on the projects and bring the VAR team up to speed on the product implementation practices.

9. Localization and Translation

If applicable, VAR and C4CRM will collaborate on the localization and language translation to allow the CRM4Legal application to be applicable to VAR regional markets. C4CRM will retain all intellectual property rights to localization and language translations contemplated under this LOI.

10. Implementation Support

During the early adopter period, C4CRM will provide support to VAR with the necessary consulting staff. The daily rate for these consultants will be based on an agreed upon discount of our Standard Hour Billing Rate by resource class, costs related to business travel, lodging and per diem will be passed through at our cost.

11. Training

During the early adopter period, C4CRM will provide VAR with sufficient training. There is expected to be at least three types of training, including: (a) functional training for consultants of VAR; (b) technical training for implementation consultants of VAR; and (c) sales training for commercial employees of VAR. C4CRM will conduct web based training.

12. Demonstration Software

Upon VAR's successful completion of the sales training component of the Training outlined in Section 11, C4CRM will provide VAR with sufficient copies of the VPC the solution for demo purposes.

13. Promotional Materials

C4CRM will provide VAR with the standard brochures, datasheets, and other marketing materials. In addition, the C4CRM marketing team will work with VAR to customize the product literature and marketing materials to better fit in the identified regional markets. The parties will announce their relation on their mutual websites and in the press. It is assumed C4CRM and VAR will work closely together to develop a defined go to market strategy.

14. Reporting/Sales Support

It is expected VAR will provide regular updates to C4CRM regarding sales activity, lead registration (to avoid potential channel conflict), status of promotional events, and other marketing related activity. It also assumed C4CRM and VAR will work closely together to define the market segment VAR will focus on. C4CRM reserves the right to work with Prospects/Clients directly in their defined market segment based on the request of the Prospect/Client.

Signature page follows on next page.



Mutually agreed by:

<insert VAR name>

Name - _____ Date

Consulting4CRM

_____ xx/xx/2013
<insert signer name>Michael White Date



Schedule A

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this “Agreement”) is made and entered into by and between Consulting4CRM (“C4CRM”) and ConsultCRM (“VAR”).

RECITALS:

- A. The parties desire to obtain certain Information (as defined below) from each other in connection with a potential transaction (the “Transaction”) between C4CRM and VAR; and
- B. C4CRM and VAR will furnish to each other certain information relating to C4CRM and VAR, respectively, which is non-public, confidential and/or proprietary in nature.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Information.** As used in this Agreement, “Information” means all information of C4CRM or VAR, respectively, furnished to the other party, including each party’s respective attorneys, accountants, consultants, bankers and financial advisors, directors, officers, employees or agents (collectively, “Representatives”) regardless of format (oral, written, electronic or otherwise) including, without limitation, all information and materials provided during any presentation made by C4CRM or VAR to the other or the respective Representatives of the other party and all materials provided in response to any inquiry or due diligence request made by either party to the other, together with analyses, compilations, forecasts, studies or other documents prepared by the recipient of such materials, its agents or other Representatives which contain or otherwise reflect such information.
2. **Obligation of Confidentiality.** Each of C4CRM and VAR will keep the Information provided to it by or on behalf of the other strictly confidential and will not, without the prior written consent of the disclosing party, further disclose the Information in any manner whatsoever, in whole or in part. None of the Information will be used by the receiving party or its Representatives other than in connection with the receiving party’s consideration of the Transaction. Moreover, each of C4CRM and VAR agree to reveal the Information provided by the other only to its Representatives who need to know the Information for the purpose of evaluating the Transaction, who are informed by the receiving party of the confidential nature of the Transaction and who shall agree to be bound by and act in accordance with the terms and conditions of this Agreement to the same extent as though they were parties to this Agreement. Each of C4CRM and VAR will be responsible for any breach of this Agreement by its respective Representatives, and each agree, at its sole expense, to take all reasonably necessary measures (including but not limited to court proceedings) to restrain its respective Representatives from prohibited or unauthorized disclosure or use of the Information of the other in violation of this Agreement. All Information shall be treated as confidential and subject to the restrictions set forth in this Agreement whether or not such Information is marked as “Confidential.”
3. **Obligation of Non-Disclosure.** Without the prior written consent of other party to this Agreement, except and only to the extent required by law, such requirement to be confirmed by a

written opinion of counsel acceptable to the non-disclosing party, neither C4CRM nor VAR or its respective Representatives will disclose to any person the fact that the Information has been made available to it from the other, that discussions or negotiations are taking place or have taken place concerning a possible Transaction involving C4CRM and VAR or any of the terms, conditions or other facts with respect to any such possible Transaction, including the status thereof. The term “person” as used in this Agreement shall be broadly interpreted to include the media and any corporation, partnership, group, individual or other entity.

4. **Information to be Returned or Destroyed.** All copies of the Information, except for that portion of the Information which consists of analyses, compilations, forecasts, studies or other documents prepared by the receiving party or its Representatives, will be returned to the disclosing party immediately upon the disclosing party’s request at any time, or immediately after any decision by either party not to proceed with the Transaction. That portion of the Information which consists of analyses, compilations, forecasts, studies or other documents prepared by the receiving party or its Representatives, will be held by the receiving party and kept confidential and subject to the terms of this Agreement, and any oral Information will continue to be subject to the terms of this Agreement.
5. **Non-Confidential Information.** The term Information shall not include such portions of the Information furnished to either party by the other which (i) are or become generally available to the public other than as a result of a disclosure by the receiving party or its Representatives, (ii) become available to the receiving party on a non-confidential basis from a source other than the disclosing party which is not prohibited from disclosing such Information to the receiving party by a legal, contractual or fiduciary obligation to the disclosing party or any other person, or (iii) information which is independently developed by the receiving party, as evidenced by written and dated records kept in the ordinary course of business by the receiving party.
6. **No Warranty.** Each party understands that the other will endeavor to include in the Information disclosed by it those materials which it believes to be reliable and relevant for the purpose of the receiving party’s evaluation, but acknowledges that neither the disclosing party nor any of its Representatives, makes any representation or warranty either express or implied as to the accuracy or completeness of the Information.
7. **Legally Compelled Disclosure.** In the event that the receiving party or anyone to whom the receiving party transmits the Information pursuant to this Agreement becomes legally compelled to disclose any of the Information, the receiving party will provide the disclosing party with prompt notice so that the disclosing party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, and that the disclosing party waives compliance with the provisions of this Agreement, the receiving party will furnish only that portion of the Information which it is advised by written opinion of counsel acceptable to the disclosing party is legally required and will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded the Information.
8. **Waiver.** It is understood and agreed that no failure or delay in exercising any right, power or privilege hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.



- 9. **Injunctive Relief.** Each party understands that the continued confidentiality of the Information is critical to the party disclosing such Information and essential to the continued goodwill and ultimate success and profitability of the disclosing party and that such confidentiality goes to the essence of this Agreement. Accordingly, each party agrees that use or disclosure of the Information of the other in a manner inconsistent with the Agreement will cause the disclosing party irreparable damage, and that the remedy at law of the disclosing party for any actual or threatened breach of this Agreement by the receiving party or its Representatives will be inadequate and that the disclosing party shall be entitled, as a matter of right, to specific performance hereof or injunctive relief, by temporary injunction or other appropriate judicial remedy, writ or order, in addition to any damages which the disclosing party may be legally entitled to recover, together with expenses of litigation, including reasonable attorneys' fees incurred in connection therewith.

- 10. **Survival of Agreement.** The obligations and restrictions herein contained regarding the use of the Information shall survive termination of this Agreement and termination of negotiations between C4CRM and VAR for a period of two (2) years with respect to all Information other than technical Information and indefinitely with respect to all technical Information, which includes, without limitation, all program code and any related documentation.

- 11. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to its conflict of laws principles or rules. VAR hereby agrees to submit to the jurisdiction of the state and federal courts located in the State of Delaware with respect to any dispute arising from this Agreement.

- 12. **Section Headings.** Section headings are included for convenience of reference only and shall not be construed to limit, modify or interpret in any way the intention of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

<insert VAR name>

Name - _____ Date

Consulting4CRM

_____ xx/xx/2013
 <insert signer name>Michael White Date