

HARGER LAW OFFICE VIRTUAL IN-HOUSE COUNSEL SERVICES FEE SCHEDULE

Service	Description	Fee*
Affiliate Media Services Agreement	This is an agreement offered by a content aggregator/service provider (here called the "Provider") that offers an online service that distributes streamed digital content. This agreement is the contractual link between such a Provider and a web site owner (referred to as a "Provider Affiliate") that wishes to arrange to feature on its web site streamed video or audio content (such as news, sports clips, user-contributed content, recorded music, music videos, etc.) that the Provider will make available.	\$1000.00
Beta Test Agreement (Business Application)	This agreement is for a beta test for use where (1) the software requires installation, training, and support from the Vendor and (2) the parties have agreed upon a Beta Test Plan specifying how the Vendor and Tester will cooperate during the test. This agreement is written on the assumption that the Tester is a business rather than an individual.	\$600.00
Beta Test Agreement (Consumer Application)	This is an agreement for a beta test for a downloadable consumer application. It is advisable to require that the user assent to the agreement when downloading or installing the Beta Software. With minimal editing, the agreement could be adapted for a broadly distributed business (rather than consumer) application, provided that the application is one that the user will self-install and use without support (other than information on the Vendor's web site).	\$500.00
Clickwrap EULA (Commercial Product)	This is a form of "clickwrap" agreement that can be used for a commercial software product. The agreement presents text for licensing of software in binary form for installation and use by the customer. Also included is alternative grant language that can be used to grant the customer a development license and/or a run-time distribution license.	\$600.00
Commercial End User License Agreement	This is typical of agreements for licensing of enterprise or industrial applications to business or industry. The agreement is designed to protect the Vendor but offer reasonable assurance and support to the Customer.	\$1200.00
Content Guidelines	This is a simple agreement for use on a web site that allows users to chat, blog or otherwise communicate with each other or the world. It is customary to include in any such site a set of guidelines for online good behavior. The terms of use for the web site should refer to and contain a link to these guidelines, so that their observance becomes part of the contractual agreement under which the user accesses and uses the web site and its functionality.	\$200.00
DMCA Website Copyright Policy	This is a web site copyright policy designed to help the site owner secure the benefits of the notice-and-take-down "safe harbor" under the Digital Millennium Copyright Act.	\$400.00
Employee Agreement	This agreement includes both non-competition provisions and restraints on solicitation of other employees or customers. Some states require, as condition of enforcing such restraints, that the employer make a payment to the employee in cash (or something else of value) as "consideration" for the restraint, particularly if the agreement is signed after employment begins. If you are a California employer, you should know that California prohibits most non-competition restraints. California law on non-solicitation clauses is less clear, but it is possible that the non-solicitation restraints in the following form may need to be narrowed or modified to meet California requirements. Another California requirement is to give employees notice of California Labor Code Section 2870. There are	\$1000.00

	analogous notice requirements in some other states. You may wish to seek advice of your corporate HR Department or independent legal counsel in each state in which you operate, as employment law has significant state-by-state variations.	
EULA (Consumer Product)	This is an End User License Agreement for a mass market consumer application. You should not consider a consumer application EULA to be an unvarying “template,” because consumer product offerings have become quite complex and varied; this agreement illustrates some of this complexity. Significant amendments to the agreement will likely be necessary for your business and your applications.	\$500.00
Evaluation Agreement (Pro-Recipient)	This simple evaluation agreement is drafted for the benefit of the recipient of software or other material for evaluation use. The company that uses this form promises very little—and that’s the whole idea. The form expressly gives the recipient the right to develop products similar to those submitted for evaluation, and it gives no assurances of confidentiality. The person or company that submits information under this form has the protection of the copyright laws and (if applicable) patents, but little else.	\$750.00
Evaluation License Agreement	This is an agreement to license software to a user (a potential customer) for evaluation use only. Generally, such license agreement is designed to “time out” after a relatively short period of trial use.	\$750.00
International Distribution Agreement	This agreement allows a Vendor to benefit from the sales and marketing resources of the Distributor for a country or region of the world where the Distributor has a distribution network. It can be used for business or consumer products.	\$2000.00
Location Release	This is a simple agreement used to secure permission for video and audio recording in a location such as a building, garden, or other private enclosed space. This agreement is for the location only; it is not written to obtain clearance of use of the likenesses, voices, or names of persons who may be at such location or for third party branding or logos or third copyrighted works (such as signs or works of art) that may be visible in the location. This agreement is to be signed by a person that has the legal right to provide access to and use of the location and otherwise enter into the obligations of this agreement. This might be the owner or a lessee. If you are in doubt that you have the right person, you should consult your legal counsel.	\$300.00
Media Publishing and Services Agreement	This is an agreement offered by a service provider that offers an online content distribution service (the “Media Publisher”). Under this agreement, owners of content (e.g., videos and music) (the “Customer”) can upload, publish, manage and distribute its content; the service allows Customer to distribute through various online channels, including the Customer’s own web sites, third party web sites, and through the Media Publisher’s distribution network.	\$1200.00
Mobile Content License Agreement	This is a form of agreement under which a content supplier (the “Supplier”) provides mobile content (such as news, music, games, videos, etc.) to a mobile aggregator (the “Licensee”). The Licensee intends to sublicense that content through Carriers (that is, mobile telecommunications companies) and other channels in a particular territory for use on mobile handset devices, such as mobile phones or “smart phones.” Payment to Supplier in this form is based on a “revenue share” pricing model.	\$1500.00

Mutual Non-Disclosure Agreement	This is a conventional form of mutual non-disclosure agreement.	\$400.00
OEM Software Agreement	This agreement is designed for the Vendor's software that is licensed for use and distribution solely as an embedded component of the Licensee's Software product offering.	\$1500.00
Patent License Agreement	This is an exclusive patent licensing agreement. Patent license fees can be based on many different royalty arrangements. Sometimes a patent license agreement also includes a license to unpatented "know-how" or extraneous unpatented technologies. Sometimes the inventor or patent owner agrees to provide consulting services. Some license agreements have grant-backs, under which the Licensor gets a license to the Licensee's improvement patents. The Licensor in most patent licenses will want to carefully define the field of use so that the license extends only to areas where the exclusive Licensee will use the rights.	\$1200.00
Privacy Policy	This is a simple privacy policy. As technologies and policies vary substantially from company, significant amendments to the policy will likely be necessary for your business and your applications.	\$500.00
Release for Video, Images, Music	This is a simple agreement for clearance for content such as video, images, music and other items supplied to a company for non-exclusive use. The form is written to be used as a signed agreement, but could easily be adapted as a "clickwrap" on a web site for uploaded content. This agreement is for content provided without consideration, but could be adapted to add a license fee.	\$400.00
Reseller Agreement	Agreements of this type are used for enterprise and industrial software applications which the Reseller will (with help from the Vendor) market, install, customize and support. Alternatively, they may be called "partnering agreements." This agreement does not permit the Reseller to replicate copies. One may author such agreements to license Resellers to make copies, in which case, it would be necessary to include addition provisions for Reporting and audit of Reseller's replication, licensing and distribution activity.	\$1500.00
Retail Software Distribution Agreement	This is an agreement in which a Vendor provides its software to a Distributor that is specialized in distributing the software to Retailers in a defined Territory. This agreement is for non-exclusive distribution of packaged software. The Distributor does not have a license under this form to replicate the software. This kind of agreement is normally written to favor the Distributor rather than the Vendor, and this agreement reflects such a bias. Commercial terms, such as details of the pricing and payment, are frequently negotiable.	\$1100.00
Right of Personality Release and Permission	This is a simple form that is used to secure permission from an individual whose image, voice or name is to be used in a digital multimedia or audiovisual work. An agreement for clearance of this type is traditionally called a "release." This is a form that you would use for persons that appear without pay (or for nominal pay) in an informal video, such as a street scene. This form is not intended for situations in which payment is based on sales of products or services; you should see your legal counsel if you need to contract for personality rights or endorsements from celebrities for pay.	\$250.00
Trademark License Agreement (Royalty Bearing)	This is a basic form of trademark licensing agreement. The agreement is for the situation where the Licensor has a widely known and valuable trademark. The Licensee pays the Licensor for use of the trademark on	\$800.00

	Licensee's products and for promotion of those products. The Licensee expects to be able to increase sales and prices by its use of the well-known trademark. Trademark licenses of this type normally feature required minimum royalties.	
Trademark License Agreement (Royalty Free)	This is a form of trademark license agreement for a situation in which the Licensor has (in a prior or contemporaneous agreement) licensed component software to Licensee. That component software is now or will be utilized in the Licensee's software product. The Licensor wants to permit the Licensee to use the Licensor's branding royalty-free in connection with the promotion and marketing of the resulting Licensee product. This agreement can be adapted to any situation in which a supplier wants to permit another to use its branding in a specified fashion without charge. This is a variation on the kind of trademark licensing strategy under which Intel allowed PC companies to use its "Intel Inside" branding on products and in advertising. This agreement is written to be permissive (i.e., the Licensee <u>may</u> use the branding), but could be made mandatory (i.e., the Licensee <u>must</u> use the branding). Any trademark license should be conditioned upon the Licensee's meeting certain product quality and trademark usage standards. This agreement gives Licensor a right of inspection to monitor use of its branding.	\$600.00
SaaS Customer Agreement	This is an agreement for a software-as-a-service (or SaaS) offering to a customer. Generally, such agreements are executed by signature, but they may also be adapted to be online clickwrap agreements. The agreement is written to favor and protect the Vendor, but does include reasonable promises of service and support to the Customer, including a service level agreement that promises a specified remedy if "uptime" falls below a specified level.	\$1500.00
Sales Representative Agreement	This agreement would normally be used to obtain outside sales support for business software products. Outside sales representatives generally obtain orders but does not provide, install or support the product. In this agreement, the vendor reserves the right to sell directly to customers that it selects, called "House Accounts."	\$750.00
Software Bundling and Distribution Agreement	This is an agreement designed for distribution of a stand-alone software product (a "Bundled Product") with the limitation that the Distributor can sublicense it only bundled together with its own product, that is, as a "Software Package." These agreements are typically quite explicit as to which of the Distributor's products can be included in the Software Package with the Bundled Product and will require substantial amendments This agreement is designed for use with business products but may also be adapted to consumer products.	\$1500.00
Software Consulting Agreement (Favors Consultant)	This is a software consulting agreement with a variety of clauses with a bias favoring Consultant rather than Customer. These include the provisions on the performance obligations of Consultant, acceptance, correction of defects, warranties, intellectual property ownership, and indemnification.	\$800.00
Software Consulting Agreement (Favors Customer)	This is a software consulting agreement with a variety of clauses that favor the Customer rather than Consultant. In essence, this agreement provides protection for the Customer and places most risks on Consultant. Agreement s of this kind are generally used by large corporations for the purposes of procurement of consulting services. The provisions of note include the performance obligations of Consultant, acceptance, correction of defects, warranties, intellectual property ownership, third party	\$1000.00

	software, and indemnification. All of these points could be the subject of negotiation, and most Consultants would seek to “soften” many of the following provisions if they have the leverage to do so.	
Software Development Agreement	This is a “long form” agreement that is designed for substantial custom software development. It may also be used for major customization of the Developer’s pre-existing application. Substantial amendments are generally required pursuant to negotiations.	\$2500.00
Source Code Escrow Agreement	The basic concept of an escrow is that a neutral third party (here called the “Escrow Agent”) holds a software product’s source code – and will release it to the licensee only in situations where there is a compelling need for it, such as the Depositor ceasing business operations. It is conventional to call the vendor the “Depositor” because it is the party that “deposits” the source code with the Escrow Agent. In this agreement, the licensee is referred to as the “Beneficiary” because it obtains the benefit of the escrow arrangement. Usually the Escrow Agent for a source code escrow is a specialized company known as an escrow house. These companies are chosen to hold source code in escrow because they can provide reasonably secure, climate-controlled storage and because they have the expertise to conduct verification of the escrow contents if needed. It is possible to have other types of Escrow Agents, such as banks, attorneys, or other third parties. Additionally, any Escrow Agent will charge fees for its services.	\$1200.00
Term Sheet (Non-Binding) for an International Joint Venture	This is a non-binding term sheet for an international joint venture. There are many possible variations on the purpose and terms of joint ventures for digital technology companies. This agreement shows the way that a term sheet outlines the essentials of a proposed joint venture deal such as the business purpose, structure, finance and management of the proposed venture. A term sheet is a conceptual document that does not bind the parties to form or fund the entity.	\$500.00
Video Game Publishing Agreement	This is a video game publishing agreement (and may also be provided with annotations to aid in the negotiation of game deals, upon request) drawn from a variety of actual agreements. This agreement includes many provisions that commonly occur in these agreements, including some common variants and alternatives. This agreement covers a lot of ground, but is not comprehensive. Because the variety of deals and game types is limitless, your own negotiated agreement will almost certainly require different terms or choices or may raise concerns not addressed here.	\$3500.00
Web Hosting Agreement	This is a web hosting agreement for a commercial web site. This agreement is drafted to protect and favor the hosting provider, but provides a significant amount of services to the Customer. Additional language may be required for use in hosting of online retail e-commerce sites that require credit card clearance. This agreement also includes a sample Service Level Agreement (or “SLA”). There are many variations in the content of SLAs. The agreement is intended to be used as a signed agreement. A simpler (but similarly pro-hosting provider) version would be used for a “clickwrap” hosting agreement with minor modification.	\$1500.00
Web Site Development Agreement	This is a straightforward web site design and development agreement. It could also be used, with minor changes, for adding functions or content to an existing web site. Web development ranges from quite simple and low cost to complex and expensive. The more functionality, the more integration with back end data systems, the more complicated the graphics, and the higher the traffic that the web site must handle, then the	\$750.00

	more prolonged and expensive web development will be. This agreement is more suited to web site development that is more toward the lower end of the scale. More complex web site development may require a “long form” milestone-driven software development agreement, such as the above. Web development can be charged for on an hourly or daily rate basis, on a fixed fee basis, or on a milestone-based billing and payment scheme. This form uses a simple hourly time-and expense pricing model.	
Weblog Rules (Blog)	This is a web site form to set user rules for a weblog or “blog”.. This agreement is for use in addition to the web site’s terms of use and privacy policy. Your company’s web site should have a link from the page in which users read blogs or access blog functionality to these weblog rules. Weblog rules are likely to require substantial customization to take account of the content and subject matter of the web log.	\$300.00
Website/Weblog Terms of Use	<p>Web site terms of are not generic; they need to be customized to each web site; so these terms may need to be modified for your own web site. Terms of use need to take into account:</p> <ul style="list-style-type: none"> • The technology and functionality of the site. • The content that is available on or through the site. • The interaction of users with the site or its other users. • Other user-oriented documents on the site, such as the copyright policy, content guidelines, weblog rules and privacy policy. • Applicable state and federal law. 	\$500.00

*All Service Fees listed above are inclusive of one hour of agreement drafting, review or negotiation services. Services provided in excess of one hour will be billed separately at an hourly rate in accordance with the Virtual In-House Counsel or Consulting Services Agreement in effect between Harger Law Office and the Client.