

# Georgetown Conference

Is There A *"New Normal"* For Law?

March 2010

OnRamp Systems Inc.



## Question: #1

### **Question:**

Name a comprehensive information resource, written by random people and commentators all over the country (the #1 contributor was condemned as insane), that is only distributed online?

**Oxford English Dictionary**

## Law Normal

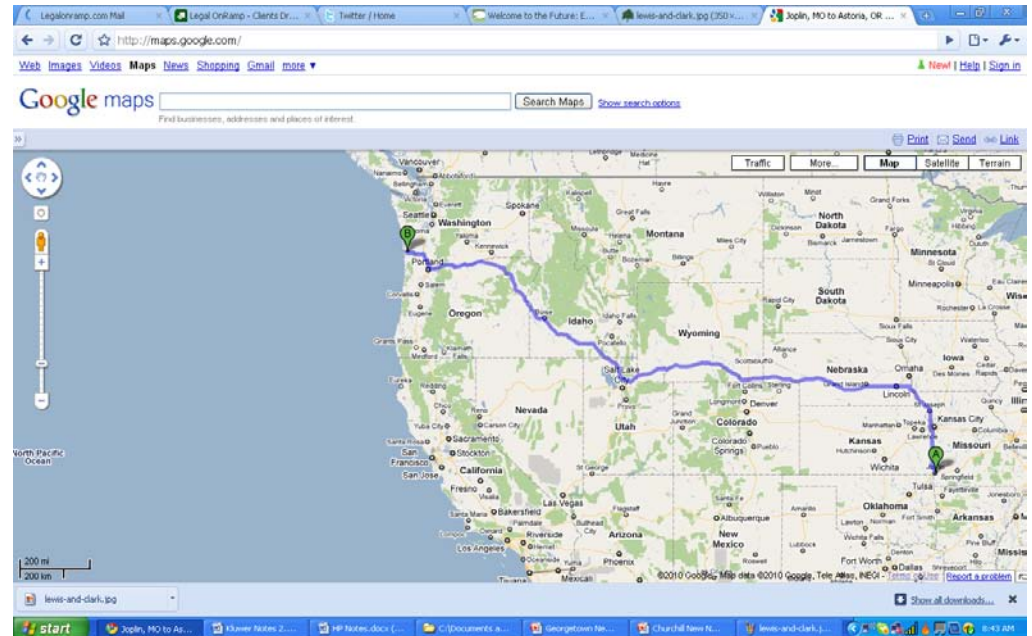
v.

## Enterprise Normal





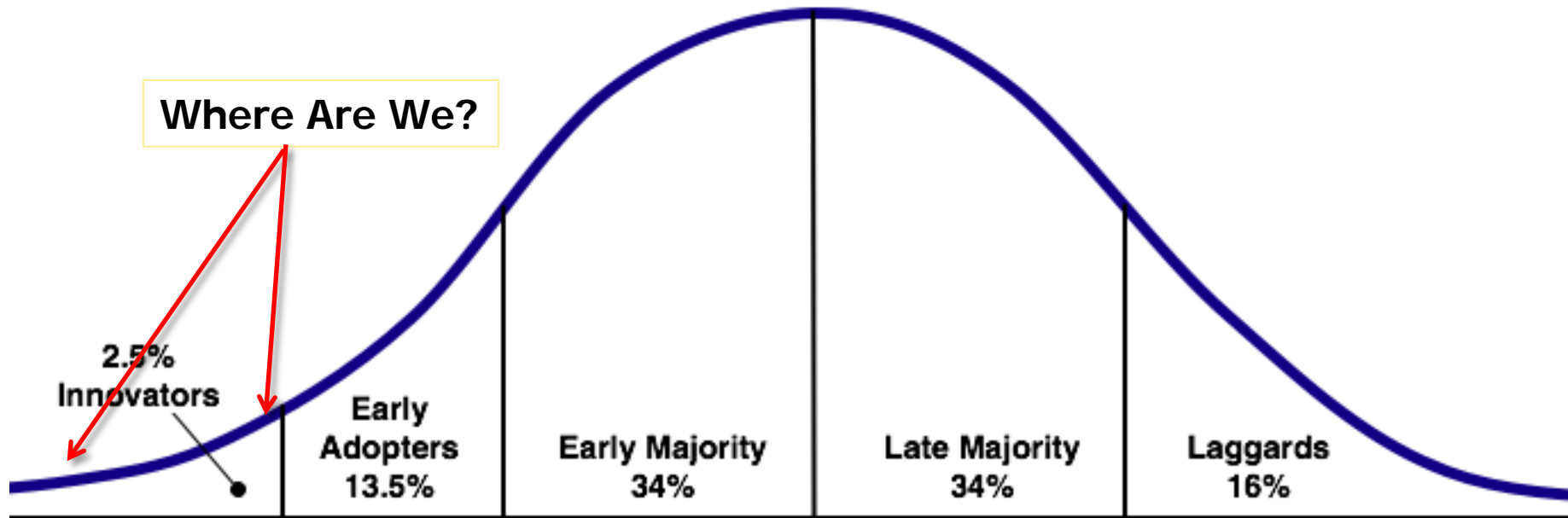
## Navigating to Oregon...Insight v. Information



# Consensus ... or



## Organic



Source: Everett Rogers (Diffusion of innovations model)

## Normal in the Modern Enterprise

The screenshot displays the OnRamp Exchange interface. At the top, there is a navigation bar with links for HOME, CONTENT, FORUM, RESOURCES, ORX, and MY PROFILE. Below this is a search bar and a set of document management icons (Edit Draft, Edit page, New page, Print page, More). The main content area shows the title 'Sample Reseller Agreement' and a 'Revision History' section indicating the page was last modified on 17 Nov 2009 by rcn.

The document text includes:

THIS RESELLER AGREEMENT (this "Agreement") is made and entered into as of the date set forth below (the "Effective Date"), by and between ZXT Imaging and Communications, Inc., a Delaware corporation having a principal place of business at 1610 Hyde Ave, Mt View, CA 95034 ("ZXT"), and Formizon Inc having its principal place of business at 632 City Towers, St. Paul MN 83010 ("RESELLER").

**WHEREAS**, ZXT is in the business of developing, licensing, and commercializing information processing systems for use over satellite data networks; and

**WHEREAS**, RESELLER represents that it is qualified, and wishes to purchase and sell hardware products and service offerings under the terms and conditions hereof;

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants and obligations hereunder, the parties hereby agree as follows:

**1. DEFINITIONS.**

In this Agreement, including the Schedules and Exhibits hereto, the following terms shall have the following meanings:

- 1.1 "Collateral Materials" shall mean all advertising, marketing, promotional materials, or other materials provided, or approved in writing, by ZXT for use in conjunction with the Products, Professional Services and Software Maintenance and Support Packages, including without limitation video presentations using any Trademarks or mentioning ZXT, any Products, Professional Services and Software Maintenance and Support Packages.
- 1.2 "Confidential Information" shall have the meaning set forth in Section 11.2 (Confidential Information).
- 1.3 "Business Day" refers to days of the week other than Saturday, Sunday, or a public holiday.
- 1.4 "Documentation" shall mean guidelines, datasheets, application notes, and other documents.

**2. RESELLER APPOINTMENT.**

**2.1 Appointment.** Subject to the terms and conditions of this Agreement, ZXT hereby appoints RESELLER as a non-exclusive reseller to (i) promote, market, distribute, and sell Products, Professional Services and Software Maintenance and Support Packages to End Users, (ii) distribute the Documentation solely in connection with any of the foregoing, and (iii) use the Trademarks on Collateral Materials solely in connection with and furtherance of any of the foregoing and in strict compliance with the provisions of Section 11, in each case throughout the Territory only. Without the prior written consent of ZXT, RESELLER shall not directly or indirectly (a) solicit sales of the Products, Professional Services, Software Maintenance and Support Packages, outside of the Territory, or (b) sell to any third party that RESELLER understands or reasonably expects will resell the Products.

**2.2 No Limit on Price.** Although ZXT may from time to time publish suggested list prices for Products, Professional Services and Software Maintenance and Support Packages, RESELLER has the unrestricted right to determine the prices at which it resells the Products, Professional Services and Software Maintenance and Support Packages that it purchases hereunder. No ZXT representative has the authority to require or suggest that RESELLER charge a particular resale price for the Products, Professional Services or Software Maintenance and Support Packages that RESELLER purchases hereunder.

**2.3 Exclusive territory.** RESELLER's right to resell the Products, Professional Services and Software Maintenance and Support shall be exclusive within the state of Minnesota. ZXT shall continue to have the right to promote, market, distribute, and sell the Products, Professional Services, and Software Maintenance and Support Packages to End Users within the state of Minnesota.

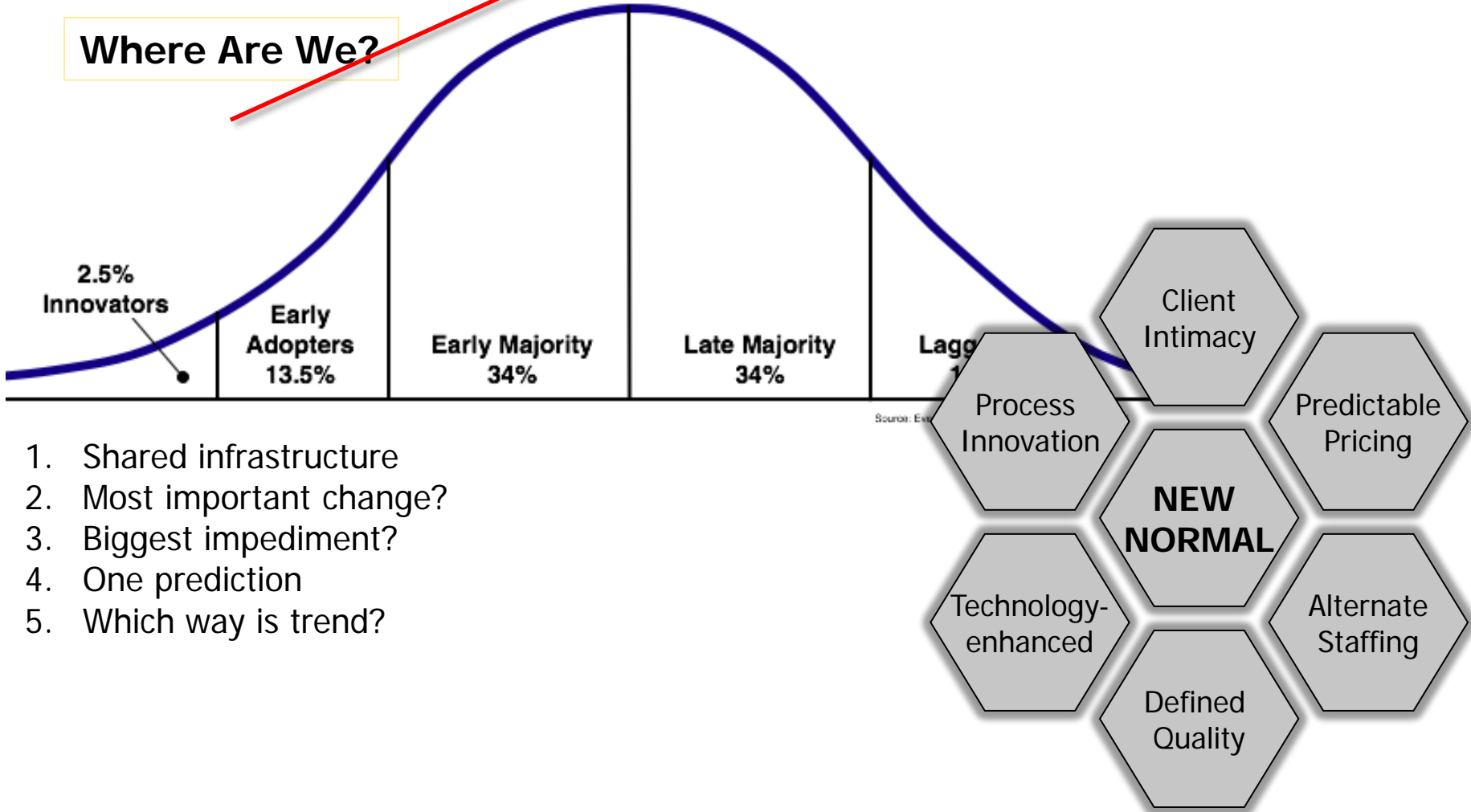
See XYZ Paper

# Legal OnRamp



## Client Intimacy

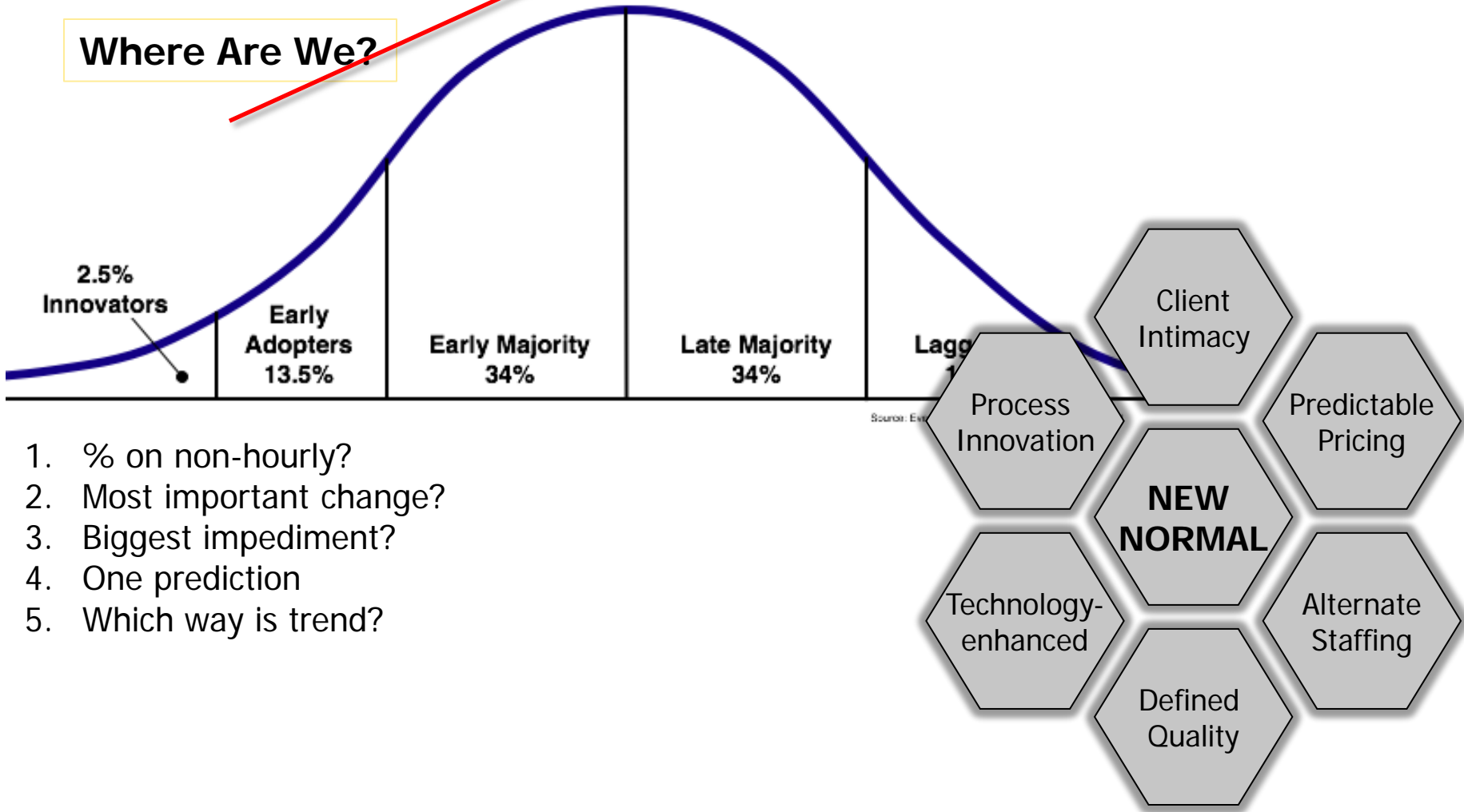
Where Are We?



1. Shared infrastructure
2. Most important change?
3. Biggest impediment?
4. One prediction
5. Which way is trend?

## Predictable Pricing

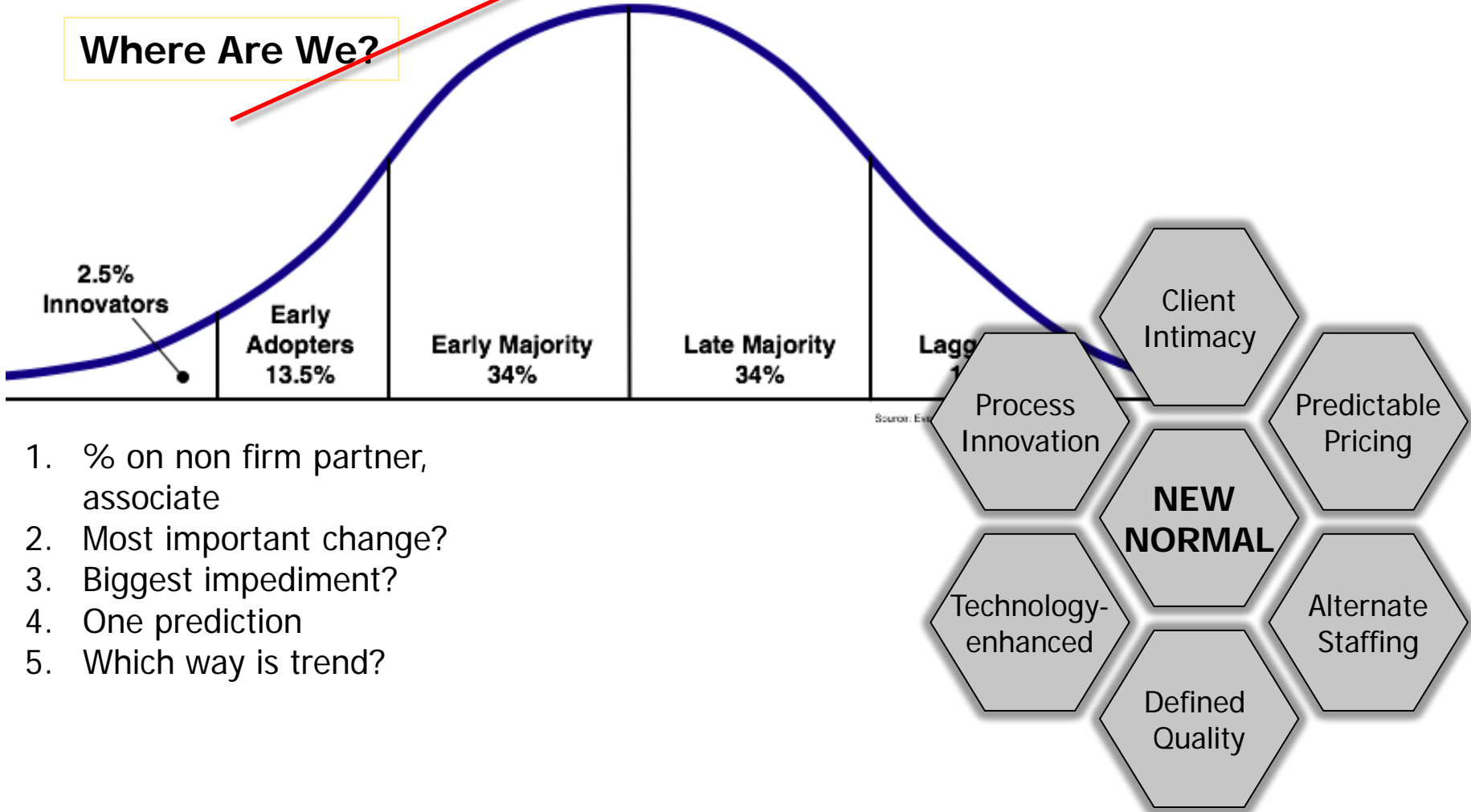
Where Are We?



1. % on non-hourly?
2. Most important change?
3. Biggest impediment?
4. One prediction
5. Which way is trend?

## Alternate Staffing

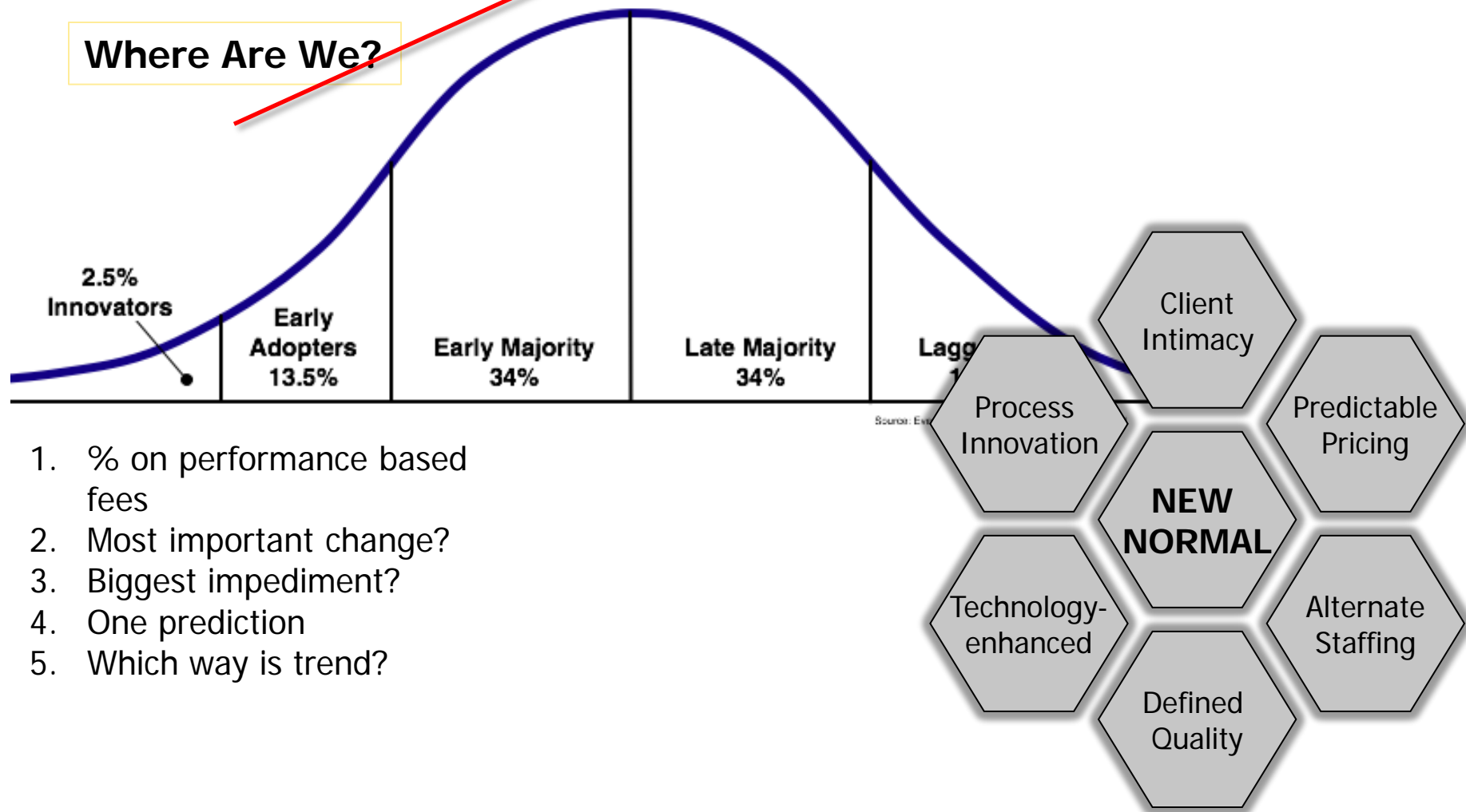
Where Are We?



1. % on non firm partner, associate
2. Most important change?
3. Biggest impediment?
4. One prediction
5. Which way is trend?

## Defined Quality

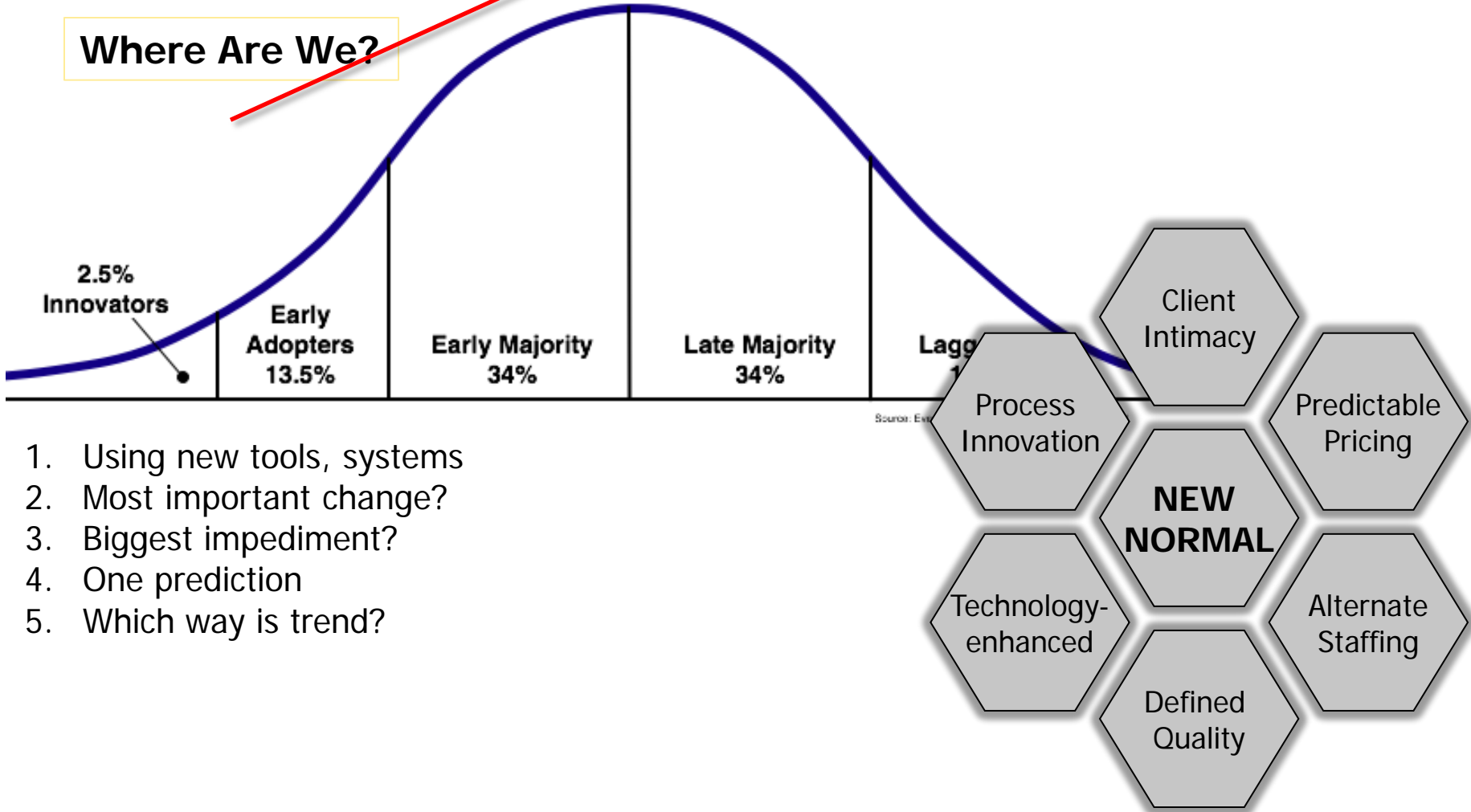
Where Are We?



1. % on performance based fees
2. Most important change?
3. Biggest impediment?
4. One prediction
5. Which way is trend?

## Technology-Enhanced

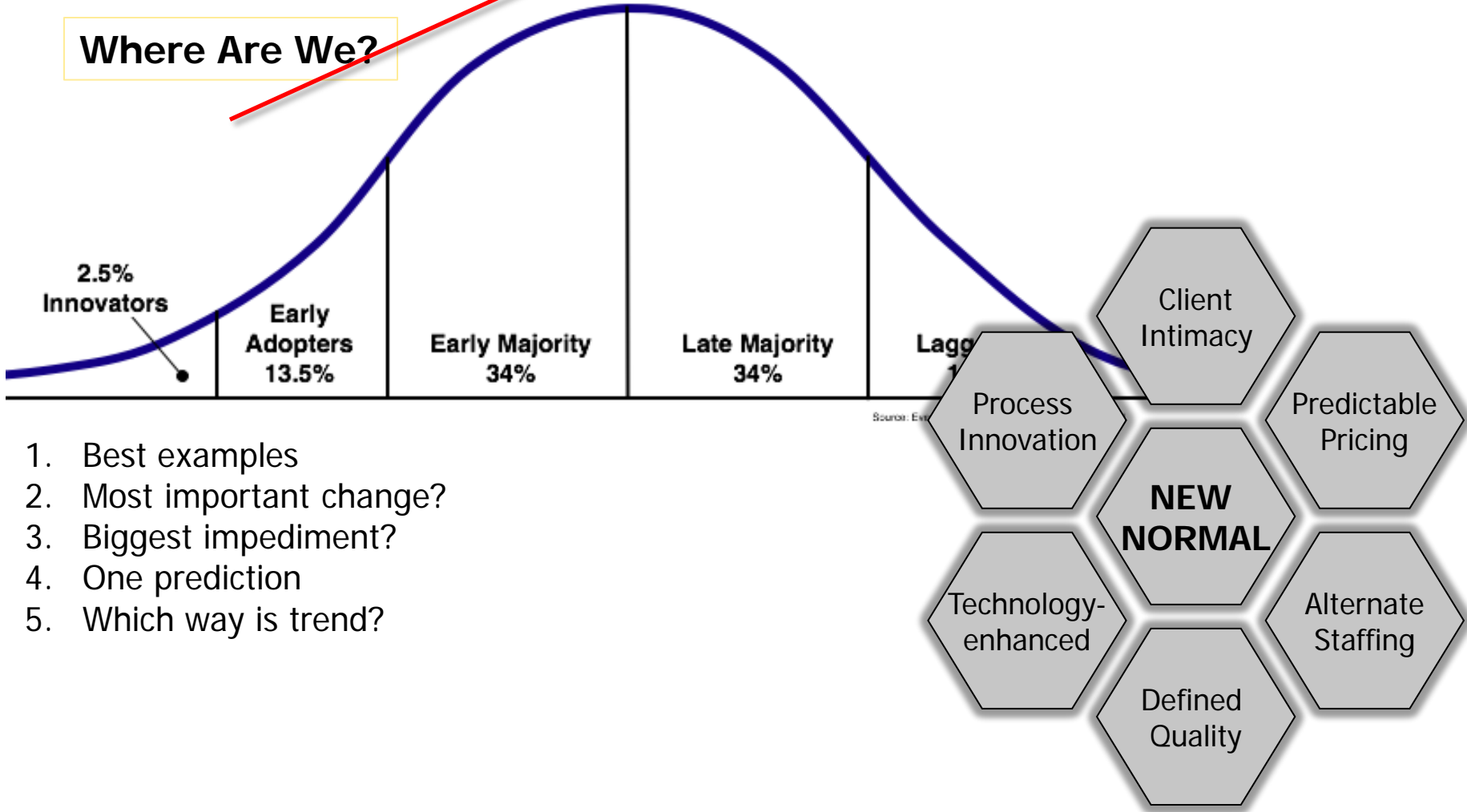
Where Are We?



1. Using new tools, systems
2. Most important change?
3. Biggest impediment?
4. One prediction
5. Which way is trend?

## Revamped Processes

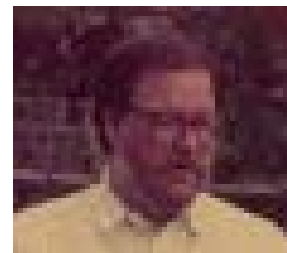
Where Are We?



1. Best examples
2. Most important change?
3. Biggest impediment?
4. One prediction
5. Which way is trend?



## Is it Prudent to Bet Against **Leaders** & **Networks** [and Technology]?



## Go to Law School?

