

FINDLAW MASTER SERVICES AGREEMENT

This FindLaw Master Services Agreement reflects the terms and conditions agreed upon between Subscriber and West Publishing Corporation d/b/a FindLaw regarding the client development services identified on an Order Form.

1 DEFINITIONS

- 1.1 "Agreement" means this FindLaw Master Agreement.
- 1.2 "Client-provided Content" means all information, including, but not limited to, textual, graphic, video and audio materials, provided by Subscriber to West under this Agreement for publication on or access through the Services.
- 1.3 "Content" means both "Client-provided Content" and "Custom Content," but does not include any "West Content" as defined herein.
- 1.4 "Custom Content" means all written, audio or video works created by West specifically for Subscriber and provided to Subscriber as work for hire under the Copyright Act of 1976.
- 1.5 "Designated Contact" means a member of Subscriber's organization, designated by Subscriber, who is primarily responsible for interactions with West regarding the Services.
- 1.6 "Effective Date" means the date on which an Order Form is approved and processed by West in St. Paul, Minnesota.
- 1.7 "End User Interface" means a specific type of Service Interface encompassing the most recently saved presentation and arrangement of the Content and associated elements, including video and audio materials, coding and command sets, and online screen displays (such as screen designs, formats, text, hyperlinks, layouts, typesets, coloration and graphics), provided by West or developed by the parties to this Agreement as Subscriber's FirmSite. The End User Interface does not include West Content, search engine optimization elements, or any materials in any form licensed or otherwise acquired by West from third parties.
- 1.8 "External Users" means Subscriber's clients, prospective clients, co-counsel, expert witnesses, and any independent contractors or other third parties retained by Subscriber in its normal course of business.
- 1.9 "FirmSite" means a Web site developed by West and licensed to Subscriber pursuant to an Order Form.
- 1.10 "Internal Users" means Subscriber's partners, shareholders, members, contractors, agents, associates, staff and employees.
- 1.11 "Limited Inventory Services" means Services for which FindLaw limits the number of subscriptions available for sale, whether such limitation is applied by product, geographical area, subscriber, or otherwise.
- 1.12 "Order Form" means any order form for Services submitted by Subscriber and accepted by West. The Agreement terms and conditions herein shall be, and hereby are, incorporated by this reference into the Order Form(s).
- 1.13 "Service Interface" means a presentation and arrangement of Content, West Content, West Materials and associated elements, including but not limited to video and audio materials, coding and command sets, and online screen displays provided by West or developed by the parties under this Agreement.
- 1.14 "Services" means those West services relating to client development, Web site development, graphics, design, content, search engine optimization, video, hosting, email and other electronic communication, and online advertising provided pursuant to an Order Form.
- 1.15 "Subscriber" means the individual or entity identified on the Order Form as the subscriber.
- 1.16 "Users" refers to Internal Users and External Users collectively.
- 1.17 "West" means West Publishing Corporation, Thomson Legal & Regulatory Applications, Inc., West Services, Inc., and their affiliates. Services provided hereunder will be delivered primarily by West's FindLaw affiliate.
- 1.18 "West Content" means any West-owned content or third-party materials licensed by West, including, but not limited to, any stock images, letter or word marks created by West for Subscriber, and third-party owned content to which a hyperlink is provided from the Services. West Content includes, but is not limited to, FAQs, e-Newsletters, Practice Pages, and Practice Centers.
- 1.19 "West Legal Directory" means West's collection of law firm and attorney information that is accessible on the Internet and through various West services.
- 1.20 "West Materials" means all utilities, tools and programs provided or developed by West or third party licensors under this Agreement that are used to facilitate creation, maintenance, storage or transmission of the Services.

2 SERVICES

- 2.1 *Services.* West shall provide Subscriber the Services identified on the Order Form. West reserves the right to upgrade or modify the features and functionality of its systems and Services from time to time in its sole discretion. If West modifies a Service's standard specifications in a manner that materially alters the nature of the Service, in West's sole reasonable discretion, then West will provide a minimum of thirty (30) days notice to Subscriber of such modification, and Subscriber shall have a right to terminate the affected Service as provided in Section 7.2.3.
- 2.2 *Discontinued Services.* West reserves the right to discontinue a Service at any time in its sole discretion. If a Service is discontinued, West may substitute, across all current Subscribers to the discontinued Service, one or more West or

third-party Services of comparable value. Alternatively, West may discontinue Charges for the Service without substitution.

2.3 *Limited Inventory Services.* If Limited Inventory Services are unavailable when West processes the Order Form, West may treat the unavailable Services as severable, and may accept the Order Form as a valid offer to purchase the remaining Services identified on the Order Form. If Limited Inventory Services are deemed severed by West, then the Charges indicated on the Order Form shall be reduced by the Charges applicable to any unavailable Service.

2.4 *Disallowed Content.* West reserves the right to refuse, modify, substitute or remove any Content, information or other materials that may (i) be deemed to violate the privacy, personal, proprietary, or contractual rights of third parties; (ii) be contrary to West's search engine optimization practices; or (iii) defame, expose to legal liability, or otherwise harm West or its affiliates.

2.5 *Staffing.* West shall have sole discretion in the manner of producing and delivering Services to Subscriber, provided, however, that West shall be responsible for the performance of any subcontractor.

3 SUBSCRIBER RESPONSIBILITIES

3.1 *Designated Contact and Cooperation.* Subscriber may identify on each Order Form a Designated Contact who will have authority (but not necessarily exclusive authority) to make decisions for Subscriber regarding issues such as design and content approval. Certain Services require collaboration between Subscriber and West, and Subscriber agrees to provide West the assistance, cooperation and information reasonably necessary for West to fulfill its obligations hereunder. Subscriber agrees that it will not compete with or disparage a West entity, or otherwise attempt to harm or interfere with West's business interests, during the Agreement term.

3.2 *Delivery of Content and Other Information to West.* Subscriber will provide to West, in any mutually agreeable electronic format, the Client-provided Content and other information necessary for West to deliver the Services. Subscriber's delivery of necessary content and/or information will be made within a commercially reasonable period, such that the development and release of the Services are not unreasonably delayed. Subscriber shall obtain all licenses and permissions needed to provide and use the Client-provided Content and information.

3.3 *Modifications of Content.* During the term of this Agreement, Subscriber may provide West with updated or additional Client-provided Content, in electronic format, to be incorporated into the Services. Subscriber will identify, and notify West of, obsolete Content to be deleted from the Services. Subscriber will conform with West's guidelines and product specifications when updating and supplementing Content and requesting modifications to the Service Interface.

3.4 *No Commercial Use.* Subscriber will not resell, sublicense, or otherwise generate income from the Services, other than making the Services available to Users as contemplated under this Agreement. Nothing in this Agreement shall preclude Subscriber from passing costs of user licenses onto its Users.

3.5 *Support.* While West will provide customer and technical support to Internal Users, Subscriber is responsible for providing any necessary administrative and technical support directly to its External Users.

3.6 *Acceptable Use Policy.* The Services are provided pursuant to West's Acceptable Use Policy (AUP), the terms of which may change from time to time and are hereby incorporated into this Agreement by reference. Subscriber warrants that it will use, and make the Services available to Users for use, in a manner consistent with the Acceptable Use Policy. Subscriber further warrants that it will notify each User of, and obtain binding consent to comply with, the terms of the Acceptable Use Policy and this Agreement prior to the User's initial use of the Services. The AUP may be accessed at www.lawyermarketing.com/CM/Custom/authorizeduse.asp.

4. WEST RESPONSIBILITIES

4.1 *Delivery of Services to Subscriber.* During the term of this Agreement, West will deliver the Services identified on the Order Form in a commercially reasonable manner and without undue delay.

4.2 *Support and Service Level.* West will provide telephone and Web-based support to Subscriber staff responsible for User and Service support during normal West business hours (8AM-5PM, M-F). West will use commercially reasonable efforts to respond to requests for support by the next business day.

5 CONFIDENTIAL INFORMATION

During the term of this Agreement, West and Subscriber agree to keep confidential, and to use only for purposes of performing under this Agreement, any proprietary or confidential information of the other party disclosed pursuant

to this Agreement which is appropriately marked as confidential ("Confidential Information"). Confidential Information shall also include information that, to a reasonable person familiar with the disclosing party's business and the industry in which it operates, could be considered of a proprietary or confidential nature. Information will not be deemed Confidential Information hereunder if such information is (i) known by the receiving party at the time of disclosure as evidenced in writing; (ii) rightfully obtained from a third party who has the right to disclose it; (iii) publicly known or publicly available through authorized disclosure; or (iv) ordered to be disclosed by a court of competent jurisdiction or authorized government agency, provided that the receiving party has given the disclosing party prompt notice so the disclosing party has an opportunity to defend, limit, or protect against such disclosure.

6 CHARGES AND PAYMENT

6.1 *Charges.* Subscriber agrees to pay West the charges ("Charges") set forth on the Order Form. Charges do not include applicable taxes. Subscriber is responsible for all applicable taxes, including income tax associated with the sale of the Services. List prices, applicable to Services provided on a month-to-month subscription, are subject to change at any time. If Subscriber uses any third party provided feature or service contrary to the specifications indicated on the Order Form or in this Agreement, then West may, at its option, immediately suspend or terminate the feature or service, and Subscriber agrees to pay any incremental charges associated with such unauthorized use.

6.2 *Payment.* Certain Services require customized and/or collaborative development to occur between the Effective Date and final deployment of the Services (e.g. FirmSites). Charges will begin to accrue on the Effective Date and will be billed on a monthly basis. Charges may be invoiced and/or become payable prior to Services being released. Subscriber will pay all invoices in full within thirty (30) days of the date of invoice. If full payment of any Charges is not made when due, Subscriber may thereafter be charged up to the maximum legal interest rate on any past due balance.

7 TERM AND TERMINATION

7.1 *Term.* This Agreement will become effective upon the Effective Date, without further notice to Subscriber of acceptance, and will continue in force during the term of any Order Form. Unless the parties otherwise agree in writing, either party may terminate an Order Form, upon ninety (90) days prior written notice to the other party, following the Order Form's initial term (and any renewal term, if any). For clarity, only month-to-month subscriptions may be terminated without cause as provided in this Section 7.1.

7.2 Other Events of Termination

7.2.1 *By Either Party.* Notwithstanding the foregoing, either Subscriber or West may terminate one or more Services immediately if (i) the other party fails to cure a material breach hereof within thirty (30) days after receiving the non-breaching party's written notice of the breach, or (ii) that party's performance of the Agreement is made impossible, impracticable, or is frustrated by supervening, unforeseeable events outside the party's reasonable control (e.g. death or disability).

7.2.2 *By West.* West may immediately terminate one or more Services if (i) West has reason to believe Subscriber or a User violated the AUP, (ii) West has reason to believe that Subscriber or User is attempting to compete with, disparage or defame West, expose a West entity to legal liability, or otherwise act in a manner reasonably likely to harm West's business interests, or (iii) West ceases to do business relevant hereunder.

7.2.3 *By Subscriber.* If West materially modifies the Services' standard specifications pursuant to Section 2.1, then Subscriber may immediately terminate the affected Service, effective upon modification, by providing notice of termination to West no more than five business days following modification. If West amends the Agreement terms pursuant to Section 14.1 in a manner that materially alters the nature of the Services provided, then Subscriber may immediately terminate this Agreement upon providing written notice of termination to West within thirty (30) days following the amendment.

7.3 *Rights Upon Default.* West reserves the right to reject Subscriber's order for any Services, suspend current Services, or terminate this Agreement as provided for in Section 7.2 if Subscriber has breached any West agreement. In the event of Subscriber's breach, West reserves the right to suspend all Services until Subscriber cures the breach. Suspension of Services due to breach shall not relieve Subscriber of its obligation to pay the Charges incurred for the Services during suspension or otherwise.

7.4 *Obligations Upon Termination.* Upon termination of this Agreement, Subscriber shall (i) at its expense, deliver to West any West Materials or West Content in its possession or under its control; (ii) pay all due and outstanding Charges; and (iii) cease and desist from using West Content, any FirmSite element not specifically licensed by West to Subscriber pursuant to Section 8.3 herein, and any other intellectual property of a West entity or third party licensor.

8 OWNERSHIP AND GRANTS OF LICENSE

8.1 *Ownership.* The parties agree that, as between Subscriber and West, (i) the Service Interface, West Materials, West Content and any improvements thereto created under this Agreement are the exclusive property of West, and (ii) the Content is the exclusive property of Subscriber. During the term of this Agreement and thereafter, neither party will use, disclose or provide to any third party the other party's property, except as expressly provided in this Agreement or as necessary for the parties to perform their obligations or exercise or enforce their rights hereunder.

8.2 *Grants of License.* Subscriber grants West a non-exclusive, worldwide, fully paid-up, royalty free right and license to use, copy, encode, adapt, modify, make improvements to, store, archive, distribute, transmit, communicate, publicly display, and publish the Content, in whole or in part, as part of the Services. Subscriber further agrees that West may display the Services, including incorporated Content, in a design portfolio, in advertising and promotional materials, and for submission to a third party for special recognition, honors, or awards. During the Agreement term, West grants Subscriber a non-exclusive, non-transferable, limited license to access, use and distribute applicable West Content through the Service Interface.

8.3 *FirmSite End User Interface (EUI).* Within sixty (60) days following the Agreement's expiration, Subscriber may purchase a perpetual, non-exclusive, non-transferable, worldwide license to use the FirmSite EUI. The one-time EUI license fee for FirmSites with a one-year subscription term is twenty-five percent (25%) of the FirmSite list price in effect on the Agreement's expiration date, and said license fee for a FirmSite with a two-year subscription term is fifteen percent (15%) of the FirmSite list price in effect on the Agreement's expiration date. The EUI license fee shall be ten percent (10%) for FirmSite subscriptions in effect for at least three (3) years. The FirmSite list price includes all annualized FirmSite charges, plus applicable taxes. Payment for any EUI license provided hereunder must be received by West on or before delivery of the EUI to Subscriber. West will deliver the EUI on a disk (or a similar medium as technology changes), which will include all static files (e.g. .html, .jpg, and .gif files) reflecting the state of the FirmSite when the files were last saved. The EUI will not include working files (e.g. Photoshop, Flash, etc.), third-party content or images, West Content, or search engine optimization beyond keywords included in the Custom Content. Modification by Subscriber may be required for the EUI to function properly on a third party's servers. Upon expiration or termination of the Agreement, West will no longer host Subscriber's FirmSite. Notwithstanding anything to the contrary herein, West may reject Subscriber's order for an EUI license if Subscriber has failed to satisfy the terms of this Agreement or is otherwise in default on any West account.

8.4 *West Legal Directory.* Notwithstanding the foregoing, all Client-provided Content submitted for inclusion in West Legal Directory ("WLD") and derivative works based on such Client-provided Content shall remain the property of Subscriber. Subscriber grants to West a perpetual license to use Client-provided Content for the purpose of including Subscriber's law firm and attorney information in WLD and similar directories.

8.5 *Domain Names.* If West registers a domain name for Subscriber in the course of delivering a Service, then West will maintain such domain name registration on Subscriber's behalf during the term the Service is provided. Upon receiving Subscriber's written request at the end of the term, West will provide Subscriber reasonable assistance in transferring the domain name registration to Subscriber and/or re-pointing the domain name to a third-party host. Subscriber is solely responsible for any costs associated with transferring registration and re-pointing the domain name to a third-party host. West shall have no other obligation or liability with respect to Subscriber's domain name. If Subscriber chooses to use an existing domain name as part of a FirmSite, West will provide Subscriber reasonable assistance in re-pointing the domain name to the FirmSite. However, responsibility for re-pointing the domain name lies with Subscriber and the third-party domain name host.

9 SUBSCRIBER REPRESENTATIONS AND WARRANTIES

Subscriber is solely responsible for its acts or omissions relating to this Agreement and the acts or omissions of its Users. Subscriber represents and warrants to West that (i) it has full power and authority to provide and use the Content as contemplated herein and that such provision and use of the Content does not and will not violate any intellectual property or other proprietary rights of any third party or create any liability to any third party; (ii) the Content does not contain any matter that is false, offensive, deceptive or defamatory, or which may cause injury or result in damage to West or any third party; (iii) the Content does not contain any bugs, viruses or malicious code that may cause injury or result in damage to West or any third party; (iv) it will comply with all applicable laws, rules, and regulations regarding attorney ethics, conduct, and advertising in its performance under this Agreement, and that the subject matter of the Content and Services will be limited to legal services provided by Subscriber; and (v) if it agrees to West's distribution of Content to a third-party, Subscriber will comply with all third-party terms of service. Subscriber acknowledges that any breach of its representations or warranties herein is a material breach of this Agreement. Subscriber shall defend, indemnify and hold harmless West from and against any and all third party claims, actions, causes of action, liabilities, damages, costs, and expenses, including attorneys' fees, arising

out of or related to any facts or alleged facts which, if true, would constitute a breach of these representations or warranties.

10 WEST REPRESENTATIONS AND WARRANTIES

West represents and warrants to Subscriber that it (i) is authorized to enter into this Agreement, (ii) will deliver the Services in a commercially reasonable manner and without undue delay, and (iii) will comply in all material respects with applicable state and federal laws in delivering Services to Subscriber. Subscriber acknowledges and agrees that West has made no guarantees, representations or warranties to Subscriber with respect to the results or performance of the Services, including, but not limited to, the quality or volume of Internet traffic or business the Services will generate.

11 DISCLAIMER OF WARRANTY

SUBSCRIBER ACKNOWLEDGES THAT CERTAIN SOFTWARE USED BY INTERNET USERS MAY NOT BE CAPABLE OF SUPPORTING CERTAIN FEATURES OR FUNCTIONALITY WHICH MAY BE INCLUDED IN SERVICES. WEST SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIM RELATING TO ANY INTERNET USER'S INABILITY TO ACCESS THE SERVICES PROPERLY OR COMPLETELY OR FOR ANY CLAIM RELATING TO ANY ERRORS OR OMISSIONS IN THE SERVICES. THE SERVICES AND WEST'S PARTNERS' CONCOMITANT SERVICES RELATED TO THE PUBLICATION AND DELIVERY THEREOF ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. NEITHER WEST NOR ITS AFFILIATES OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES, THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED OR THAT THE SERVICES WILL BE ERROR FREE.

12 LIMITATION OF LIABILITY

WEST'S, ITS AFFILIATES' AND ITS AGENTS' ENTIRE LIABILITY HEREUNDER, IF ANY, FOR ANY CLAIM MADE AGAINST THEM (OR ANY ONE OF THEM) FOR DAMAGES RELATING TO THIS AGREEMENT, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), SHALL BE LIMITED TO THE AMOUNT OF CHARGES PAID BY SUBSCRIBER RELATIVE TO THE PERIOD OF OCCURRENCE OF THE EVENTS WHICH ARE THE BASIS OF THE CLAIM. IN NO EVENT WILL WEST, ITS AFFILIATES OR ITS AGENTS BE LIABLE FOR ANY LOST PROFITS OR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS HEREUNDER OR THE USE OF OR INABILITY TO USE THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATION OF LIABILITY SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.

13 LIMITATION OF CLAIMS

Except for claims by West relating to Charges owed by the Subscriber, no claim, regardless of form, which in any way arises out of this Agreement, may be made, nor action based upon such claim brought, by either party more than one (1) year after the Agreement terminates.

14 GENERAL PROVISIONS

14.1 *Entire Agreement.* This Agreement, together with any and all current and future Order Forms, embodies the entire understanding between the parties and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter hereof. By entering into this Agreement, Subscriber acknowledges that it is not relying on any statement, written or verbal, that is inconsistent with, or not set forth in, the Agreement. From time to time, West may need to amend, add, or delete Agreement terms to address sudden technological, operational, or regulatory changes affecting delivery of the Services. Therefore, notwithstanding anything to the contrary herein, Subscriber agrees that West may amend the Agreement terms and conditions, subject to the Subscriber's termination right set forth in Section 7.2.3. Any other amendment to the Agreement terms must be documented in a separate addendum signed by both parties. Subscriber may access the Agreement terms and conditions, and any revisions thereto, by entering the following URL in a Web browser: <http://www.lawyermarketing.com/CN/Custom/servicesagreement.asp>.

14.2 *Relationship of Parties.* West and Subscriber are independent contractors. Neither party is an agent, representative or partner of the other party. Neither party shall have authority to enter into any agreement on behalf of the other party, or undertake any obligation or liability for (or otherwise bind) the other

party. This Agreement does not, and is not intended to, confer any rights or remedies upon any person other than Subscriber and West. Subscriber acknowledges that West provides Services to law firms throughout the world, and Subscriber agrees that nothing herein grants Subscriber an exclusive right to receive Services from West. Subscriber agrees that West may provide Services to Subscriber's potential or actual competitors, and such provision of Services does not give rise to a conflict of interest.

14.3 *Assignment.* West and Subscriber's rights and obligations hereunder may not be assigned or transferred, in whole or in part, by operation of law or otherwise, without the other party's prior written consent, which shall not be unreasonably withheld. Any such assignment or transfer made without the prior written consent of the other party shall be null and void. Notwithstanding the foregoing, West may, upon written notice to Subscriber, assign or transfer this Agreement or any rights and obligations hereunder either to an affiliate or third party successor to all or substantially all of the business, stock, or assets of West, in each case without the Subscriber's consent.

14.4 *Governing Law and Venue.* This Agreement is governed by and shall be construed under the laws of the State of Minnesota, without regard to conflict of law provisions. The parties agree that the state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising out of this Agreement, and each party consents to the exclusive jurisdiction of such courts. Each party further waives all defenses or objections to such jurisdiction and venue.

14.5 *Force Majeure.* West shall not be responsible for any delays, errors, failures to perform, interruptions, or disruptions in the Services caused by or resulting from any act, omission or condition beyond West's reasonable control, whether or not foreseeable or identified, including without limitation acts of God, strikes, lockouts, riots, acts of war, governmental regulations, fire, power failure, earthquakes, severe weather, floods or other natural disaster.

14.6 *Notices.* All notices to West hereunder must be submitted in writing to:

FindLaw
Attn: Account Management
610 Opperman Drive
Eagan, MN 55123
or sent via e-mail to west_fsc-fiz@thomson.com

Except as otherwise set forth herein, notices to Subscriber will be provided in writing, based upon contact information set forth on the Order Form. Notices shall be deemed delivered upon mailing.

14.7 *Credit Investigations.* West may make credit investigations as it deems appropriate, including the request of a consumer credit report from a credit reporting agency, on any Subscriber or principal thereof. If Subscriber inquires as to whether West requested a credit report, West will provide Subscriber information regarding whether a report was requested, as well as the name, address, and telephone number of the agency that supplied the report.

14.8 *Headings; Counterparts.* The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

14.9 *Waiver and Severability.* Should any provision of this Agreement be held void, invalid, unenforceable, or illegal by a court of law, the remaining provisions will remain valid and enforceable. Failure to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

14.10 *Survival.* Any provisions of this Agreement which impose an obligation or right after the termination or expiration date shall survive the termination or expiration of this Agreement and shall be binding on the parties.

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