



# FINDLAW MASTER SERVICES AGREEMENT

## FindLaw/Super Lawyers/LawInfo Products and Services

This FindLaw Master Services Agreement and your order form (collectively, the "Agreement") reflect the terms and conditions agreed upon between Subscriber (sometimes referred to as "you" or "your") and West Publishing Corporation d/b/a FindLaw, Super Lawyers and LawInfo (sometimes referred to as "we," "us," or "our") regarding the services identified on the order form. References herein to an order form mean either a new order form or renewal order form. If a conflict exists between the FindLaw Master Services Agreement and an order form, the order form will control.

### 1. Services

- 1.1 Scope of Services. We will provide you the Services identified on an order form. "Services" means lawyer marketing services, which may include website development and hosting, search engine optimization, video production and hosting, e-mail services, online advertising (including paid advertising, directory advertising placements and lead generation), offline advertising, consulting or advisory services, and attorney recognition products. We reserve the right to edit, suspend, or refuse to publish any Service or Work (as defined in Section 2) that we believe would violate a third party's rights or expose us to liability.
- 1.2 Modification of Services. We may modify our systems and Services from time to time. If we modify a Service in a manner that materially alters the nature and value of the Service, in our sole discretion, we will notify you at least 30 days prior to the modification and you may opt to terminate the Service, effective upon modification, by providing us written notice of termination within five business days following the modification.
- 1.3 Discontinuation of Services. We may discontinue a Service at any time, at our discretion, and substitute one or more Services of comparable value, or we may discontinue the Service and related charges without substitution.
- 1.4 Disallowed Content. We may refuse, modify, or remove from any Service content we deem to violate applicable law, our legal rights, or the rights of a third party. We may terminate the Service if we determine other remedies are ineffective.
- 1.5 Limited Inventory Services. Certain Services are subject to inventory limitations put in place at our discretion. If a Service is unavailable when an order form is processed, we may sever the unavailable Service and accept the order form for available Services.
- 1.6 Staffing and Third-Party Services. We may engage third parties to provide or fulfill the Services. You authorize us to engage third parties as necessary to provide you the Services, provided that we will be responsible for the performance of such third parties.

### 2. Ownership

Subject to your fulfillment of all payment obligations under this Agreement, we assign you all right, title, and interest we have in any work specifically created for you under the Agreement (the "Work"), except that: (a) any third-party data or intellectual property used to create the Work is specifically excluded, e.g. stock imagery, call tracking telephone numbers, online chat functionality, etc.; (b) we may use and distribute the Work as part of our portfolio and for promotional purposes in perpetuity; (c) we will own all rights to concepts, ideas, designs, and other materials which have been presented to you but are not included in the Work; (d) we will own and retain all rights, including our intellectual property rights, to any technology, inventions, algorithms, processes, data, software, architecture, source files, source code, and other underlying elements used in the creation or hosting of any Work or Services (collectively, the "Underlying Technology"). We grant you a non-exclusive, royalty-free, worldwide, perpetual license to use our Underlying Technology to the extent it is incorporated into the Work or Services.

### 3. Term and Termination

- 3.1 Term. The Agreement will become effective, without further notice of acceptance, when we accept your order form in Eagan, Minnesota ("Effective Date"). The Agreement will continue for the remainder of the month in which it was accepted, plus the number of months

indicated on the order form as the initial term or the renewal term ("Order Term").

- 3.2 Automatic Renewal. Following an Order Term, Services will automatically continue in effect at then-current list pricing until the parties agree on a renewal order or until one party terminates the agreement in accordance with Section 3.3.
- 3.3 Termination. Either party may terminate an order form by giving the other party written notice of its intent to do so, and such termination will become effective 90 days after the notice is given or upon expiration of the current Order Term, whichever occurs later.
- 3.4 Other Events of Termination. The Agreement may also be terminated immediately pursuant to Sections 1.2 or 1.4, or under the following circumstances: (a) You formally dissolve your firm and provide us with evidence of the dissolution; (b) You or your authorized representative notify us that you have become unable to practice law due to death, disability, or professional discipline; (c) You are a solo practitioner and are elected or appointed to judicial office; (d) Either party notifies the other of a material breach of the Agreement, or another agreement between the parties, and the material breach exists and remains uncured for 30 days following notice (except that we may suspend or terminate the Agreement immediately, without further notice, if you fail to pay Charges when due).

### 4. Charges and Payment

- 4.1 Charges. You will pay us the charges identified on the order form, plus any applicable taxes ("Charges"). List prices are subject to change at any time.
- 4.2 Payment. Charges will begin to accrue on the Effective Date and will be billed as indicated in the order form. Charges may be invoiced and/or become payable prior to the Services being released, as certain Services require customization and collaborative development to occur before final release, e.g. website development. You agree to pay all invoices in full within 30 days of the invoice date.

### 5. Disclaimers

- 5.1 Disclaimer of Warranty. **We make no guarantees, representations, or warranties to you regarding the results or performance of the Services, including the quality or volume of Internet traffic or business the Services will generate. Certain technologies used by Internet users may not support features or functionalities included in the Services. We will have no liability for claims related to Internet users' inability to access the Services. The Services are provided "as is" without warranty of any kind, express or implied, including warranties of performance, merchantability, fitness for a particular purpose, accuracy, and completeness. We do not warrant that the Services will be delivered free of any interruptions, delays, omissions, or errors ("Faults"), or that we will be able to correct all Faults.**
- 5.2 Third-Party Sites. As part of the Services, we may submit your business profile information (firm and attorney names, contact information) and certain Work(s) for publication on third-party sites, such as directories or social media pages. Those sites may allow others to comment positively or negatively about your firm or its attorneys or repost and share your information or Work. You consent to such submissions and publication, understanding that we do not control those sites and will not be responsible for removing or editing the Work or any comments after publication.

### 6. No Legal Advice

No statement, written or oral, by us, our employees, representatives, or contractors, is to be construed as legal advice. Some states restrict the visual and textual content attorneys may use in advertising, and some states require approval or pre-approval of lawyer advertisements. You are solely responsible for complying with laws and regulations applicable to lawyer advertising and your use of the Services.

### 7. Limitation of Liability

Our entire liability (and the liability of our vendors, licensors, agents, or affiliates) for all claims arising out of or in connection with the

Agreement will not exceed the amount of your actual direct damages up to the amounts you paid during the prior 12 months for the Service that is the subject of the claim. We are not liable for special, incidental, exemplary, indirect or economic consequential damages, anticipated savings, lost profits, lost business, lost revenue, or lost goodwill.

#### 8. Limitation of Claims

No claim arising out of or related to any Service may be brought by either party more than 12 months after the Service ends, except that we may bring an action to collect unpaid Charges at any time prior to the expiration of the applicable statute of limitations.

#### 9. Indemnification

9.1 Your Indemnification Obligations. You agree to indemnify and hold us harmless from and against any third-party actions, causes of action, liability, damages, costs, and expenses, including attorneys fees (collectively, "Losses"), arising out of a claim(s) that: (a) content or materials you provided to us for use in the creation or publication of a Work, or the delivery of the Services, infringes on a third party's intellectual property rights; (b) the Work or Services you approved includes content that is false, offensive, deceptive, or defamatory, or may otherwise cause harm to us or a third party; (c) content or materials you provided to us contained bugs, viruses, or malicious code; (d) your use of the Services failed to comply with applicable laws, rules, or regulations regarding attorney conduct, advertising or data privacy; or (e) you failed to comply with applicable third-party terms of service made known to you by us.

9.2 Our Indemnification Obligations. We agree to indemnify and hold you harmless from and against any Losses arising out of a claim(s) that: (a) content or materials we used in the creation or publication of a Work, or the delivery of the Services, infringes on a third party's intellectual property rights; (b) the Work or Services, exclusive of content and materials you provided, contained bugs, viruses, or malicious code; or (c) your use of the Services violated the terms of use of one of our vendors or licensors whose terms were not made available to you by identification of the vendor or reference to the third party's terms of use in an order form.

#### 10. Confidential Information

Confidential information received from each other will not be disclosed to anyone else, unless required by law or if necessary to perform the Agreement. The receiving party agrees that during the term of the Agreement and for three years afterward, it will continue to protect the confidential information. If a court or government agency orders either of us to disclose the other party's confidential information, the other party will be promptly notified so that an appropriate protective order or other remedy can be obtained, unless the court or government agency prohibits prior notification.

#### 11. Use of Data

We collect data from you and from users of the Services, directly and by using various technologies, such as cookies, pixels, and remarketing tags embedded into the Services. You agree that we may use third parties to assist in this data collection pursuant to Section 1.6. We use the data to help us better understand the Services' performance, the audience reached by the Services, and how we may better reach audiences in the future. We will share data as necessary to effectively provide the Services, comply with the law, and to protect our rights. We own data that we collect from the Services, and we will store the data in accordance with our retention policies, which are subject to change from time to time.

#### 12. Consent to Contact and Call Recording

You expressly consent that we, and our agents (including collection agents and law firms) may contact and send messages to you, or anyone affiliated with you, regarding your account using an automated telephone dialing system and/or an artificial or pre-recorded voice, at such telephone numbers (including wireless numbers) that you provide to us or are otherwise available through any means to contact you. You also expressly consent to our recording of communications with you for quality assurance, training, archival, or other purposes without further notice.

#### 13. Notices

Except as otherwise set forth in the Agreement, notices to you will be sent to the postal and/or e-mail address identified on the order form or otherwise provided by you. All notices to us must be submitted in writing to FindLaw, Attn: Account Management, 610 Opperman Drive, Eagan, MN 55123, or sent via e-mail to [FL-Notice@thomsonreuters.com](mailto:FL-Notice@thomsonreuters.com).

#### 14. Governing Law and Venue

This Agreement is governed by the laws of the State of Minnesota, without regard to conflict of law rules that might direct the application of another jurisdiction's laws. 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. Any and all disputes, claims, and causes of action arising out of or relating to this Agreement shall be resolved individually, without resort to any form of class action.

#### 15. General Provisions

15.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the Services. This Agreement supersedes any prior understandings and agreements regarding the Services, and you acknowledge that you are not relying on any oral or written statement that is inconsistent with, or not set forth in, the Agreement.

15.2 Amendments. We may amend the Agreement terms at our discretion to address technological, operational, or regulatory changes affecting delivery of the Services and you agree to be bound by such amendments, provided that the amendment does not materially affect the nature of the Services, or related Charges, to your detriment. You may access the current FindLaw Master Services Agreement, including any revisions thereto, at: [www.lawyermarketing.com/master-services-agreement/](http://www.lawyermarketing.com/master-services-agreement/). Any other amendment to the Agreement must be documented in a writing signed by both parties.

15.3 Force Majeure. Each party's performance under the Agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, or inability to obtain necessary supplies.

15.4 Relationship of Parties. The parties hereto are independent contractors. Neither party is an agent, representative, or partner of the other. Neither party shall have authority to enter into any agreement on behalf of the other, or undertake any obligation or liability for (or otherwise bind) the other party, except as provided in Section 1.6.

15.5 No Exclusivity or Conflict of Interest. We may provide Services to law firms throughout the world, without limitation. You agree that our provision of Services to other law firms, including your competitors, does not give rise to a conflict of interest.

15.6 No Assignment. You may not assign the Agreement to anyone else without our prior written consent. We will provide you with written notice if we need to assign the Agreement as part of our business operations.

15.7 Waiver. If either party fails to require the other to perform any term of this Agreement, that failure does not prevent the party from later enforcing that term. If either party waives the other's breach of a term, that waiver will not be treated as waiving a subsequent breach of the term.

15.8 Severability. If any term of this Agreement is deemed unenforceable for any reason, the remaining terms shall continue to be fully enforceable.

15.9 Survival. Any term of this Agreement that provides a right or imposes an obligation after the termination or expiration date will survive the termination or expiration and be binding on the parties.