

## FindLaw Product Specific Terms (1-9 apply to ALL FindLaw products.)

### 1. APPLICABILITY

- 1.1 These FindLaw product specific terms (“Product Specific Terms”) apply when you purchase a license to use or access a FindLaw product as set out in the applicable Order Form. “You”, “your” and “Customer” mean the client, customer or subscriber identified as such in the order form and “we”, “our” and “Thomson Reuters” mean the Thomson Reuters entity identified in the order form and, where applicable, its affiliates.
- 1.2 If there is a conflict between these Product Specific Terms and any other document forming the Agreement, the order of precedence is as follows: order form, these Product Specific Terms, annexes, schedules and general or master terms and conditions.

### 2. FindLaw SERVICES

- 2.1 **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.
- 2.2 **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.
- 2.3 **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.
- 2.4 **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.

### 3. 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.

### 4. THIRD PARTY SITES

As part of the Services, we may submit your business profile information (firm and attorney names, and contact information) and certain Works for publication on third-party sites, such as directories or social media pages. Those sites may allow others to comment about your firm or its attorneys or re-post and share your information or Work. You give us permission to use such third-party services on your behalf, and you acknowledge that your use of the platform may be governed by that third-party’s terms of use. You agree to grant us administrative access to your social media sites. We will not modify your social media sites for purposes other than providing the Services. As between you and us, you own your social media account and are solely responsible for all content posted on or to the site. We will have no obligation to remove posted content (and you acknowledge that removal may be impossible). You are responsible for complying with all laws, rules and regulations governing the use of social media sites. You understand that we do not control those sites and will not be responsible for removing or editing the Work or any comments after publication. While the ability for users to post comments or reviews is a widely accepted feature of the Internet, you may wish to review your state’s professional conduct rules relating to lawyer advertising and the use of endorsements or testimonials prior to participating.

### 5. CONTENT AND DESIGN APPROVAL

Various features include content and/or design elements subject to your review and approval. Except for content created by us for social promotion, we will provide you a reasonable opportunity to review content and design elements and request desired changes within product specifications. To avoid delayed fulfillment of the Services, we may proceed with publication if you fail to provide timely approval, or request revisions. You pre-approve the creation and publication of FindLaw-written content that will be promoted on your website or your social media sites. Content that is published on your website can be edited or removed after publication, but content that has been promoted elsewhere cannot be edited or removed. By submitting videos to us for distribution, you represent and warrant that you have permission to use the videos.



## 6. INDEMNIFICATION

Your Indemnification Obligations. In addition to any other indemnification obligations, including in the Thomson Reuters General Terms and Conditions, you agree to indemnify and hold us harmless from and against any third-party actions, causes of action, liability, damages, costs, and expenses, including attorney's 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

## 7. NO PERFORMANCE GUARANTEE

FindLaw will conform the services to the specifications on this Order Form. However, no guarantee is made as to performance in terms of website traffic, prospective client contacts, return on investment, or other metrics, as performance can be affected by several factors outside of FindLaw's control. Certain activities taken by you or a third-party may negatively affect the performance of the services. Such activities include: hosting a website(s) outside of FindLaw; managing a pay-per-click (PPC) campaign(s) outside of FindLaw; using third-party SEO/SEM products or services; and any past or current activities that do not meet SEO best practices and/or result in search engine penalties.

## 8. ADDITIONAL TERMINATION CIRCUMSTANCES FOR SOLO PRACTITIONERS.

In addition to the termination circumstances outlined in the Order Form or the General Terms and Conditions, this Agreement may also be terminated under the following conditions:

- 8.1 **Retirement:** You may terminate the Order Form upon 30 days prior written notice to us any time after the initial 12 months of the Minimum Term or Renewal Term (as applicable) if you retire from the practice of law and there is no successor to your law practice.
- 8.2 **Military Service:** You may terminate the Order Form upon 30 days prior written notice to us if you are called into active military service and are unable to practice law. This right to terminate applies anytime during the Minimum Term or the Renewal Term.
- 8.3 **Death.** This Order Form will terminate immediately in the event of your death. For the avoidance of doubt, and subject to the requirements of applicable law, the parties understand and agree that your heirs and estate shall not be held responsible for any of your outstanding financial obligations under this Order Form.
- 8.4 **Medical.** If you have serious medical condition which prevents you from practicing law and there is no successor to your law practice, you may terminate the Order Form effective on the date of your choosing but no sooner than 30 days from the date you provide written notice to us. This medical condition is an illness, injury, impairment, or physical or mental condition that involves continuing treatment by a health care provider and/or inpatient care in a medical facility or hospice care. This right to terminate may be exercised at any time during the Minimum Term or the Renewal Term.
- 8.5 **Entering Public Office or the Judiciary.** If you have been elected or appointed to a full time public or judicial office and will no longer practice law, you may terminate the Order Form effective on the date of your choosing but no sooner than 30 days from the date you provide written notice to us. This right to terminate may be exercised at any time during the Minimum Term or the Renewal Term.

## 9. 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).

## 10. ADDITIONAL TERMS FOR SPECIFIC FINDLAW PRODUCTS

- 10.1 **Ask Super Lawyers - Answer Page (Online).** You grant Super Lawyers a perpetual, non-exclusive, worldwide, royalty-free right and license to publish your answers, as well as any derivatives works, in our online and/or print publications.
- 10.2 **Client Pulse Quarterly.** You are responsible for providing client contact information to us. If you do not provide us such information, we will be unable to provide the survey services. Further, if we do not receive enough names of clients to survey or survey responses, we may not be able to provide the services and/or a meaningful report.
- 10.3 **Digital Marketing Accelerator.** As part of the Digital Marketing Accelerator service, we may give you recommendations about your non-FindLaw marketing, but we are not responsible for non-FindLaw services, and we will not access or do any work on non-FindLaw websites, blogs or other marketing.
  - (a) **Digital Marketing Services.** You will have a consultant assigned to your firm who will work with you to determine your performance needs and goals. Timing and exact services may vary.
  - (b) **Review Platform.** With your approval, you will be given access to a third-party platform where you can monitor reviews and generate reports.
  - (c) **Other exposure, including pay-per-click (PPC) advertising.** Where advisable, FindLaw may use PPC funds for other exposure with Subscriber's consent.
  - (d) **FindLaw.com directory.** You will receive one FindLaw.com directory county top spot based upon your main office



- location and main practice area. If top spot inventory for your specific designations is not available, it will be replaced with a FindLaw.com directory spotlight.
- 10.4 **E-Mail Services.** Charges for e-mail services are based on number of User Mailboxes designated by you on the date this Order Form is executed and will remain in effect during the Initial Term. Upon renewal, e-mail service charges will be based on the number of User Mailboxes designated by you at time of renewal.
- 10.5 **Thomson Reuters Legal Network Advertising.** Thomson Reuters Legal Network Advertising placements will appear in place of any other of Your FindLaw ad placements within the same geographic and practice areas.
- 10.6 **FindLaw Brand Advocate.**
- (a) Content pre-approval: You will provide us information regarding the focus of FindLaw-written blog content and pre-approve such content for publication. You also pre-approve the creation and publication of FindLaw-provided content that will be promoted on social media sites. Content that is published on your blog can be edited or removed after publication; however, content that has been promoted elsewhere cannot be edited or removed.
  - (b) Video pre-approval: You pre-approve the creation and publication of videos that we will promote. We will make the video script available to you and you will have 48 hours to provide feedback before production begins. Once production is complete, videos cannot be edited, and we will publish the video. Videos that are published on your social profile(s) may be removed after publication; however, videos that have been promoted or shared elsewhere cannot be edited or removed.
- 10.7 **FindLaw Foundation and Integrated Marketing Solutions.** We will develop a website for you within a commercially reasonable time following receipt of any of your provided content and materials. You will review and approve the completed website within a commercially reasonable time. You may request reasonable revisions to the website, within specifications, prior to approval.
- 10.8 **FindLaw Landing Pages.** The Landing Page design will reflect your existing firm branding and website to the extent we are able to do so. If a third-party designed your existing website, you warrant that you have rights to the design and permission to match and/or replicate the design on other web properties. We will provide Landing Page content that will reflect the topics targeted by your advertising. You pre-approve the creation and publication of any Landing Pages you purchase. You will have the opportunity to review and request revisions to the Landing Pages prior to publication. If you do not respond within the requested timeframe, we will publish the Landing Pages. Landing Pages may be edited after publication.
- 10.9 **FindLaw Landing Page Hosting.** We will create a unique subdomain for you that is a subdivision of a FindLaw-owned and controlled website. The subdomain address will be based on your firm name but may not include the entire name. Content on the subdomain home page will be limited to general content about your firm. Any landing page(s) you purchase from us will be published on the subdomain. The subdomain and any landing page(s) published on it will not be indexable by search engines and will not appear in any organic search results. Access to the subdomain and landing page(s) will be exclusively through purchased advertising channels such as FindLaw Directory listings and pay-per-click (PPC). If you cancel your subdomain subscription according to the terms of your Agreement, the subdomain and any landing page(s) hosted on it will no longer be online or accessible to any internet users.
- 10.10 **FindLaw Legal Leader**
- (a) Find Law Legal Leader includes: a) a multi-page white paper on a topic you select and approve, including formatting, images, headings and other design elements as appropriate (“White Paper”); b) creation of content pieces (“Campaign Content”) to promote the White Paper.; c) distribution and promotion of the White Paper, which may include promotion on social media, online advertising, exposure on FindLaw.com and other tactics to drive visibility, at our sole discretion.; and d) together we will collaborate on the White Paper, which will be promoted as your work product. You acknowledge that your involvement is necessary for the creation of the White Paper and agree to provide us necessary feedback and approvals within the requested timeframes. you may provide materials, such as logos, photos, or other content for possible use in the White Paper and Campaign Content.
  - (b) You will own the White Paper and all Campaign Content created by us as part of the Legal Leader service, except for any FindLaw-provided stock images. During the term of the Agreement, you grant to us a non-exclusive, worldwide, fully paid-up, royalty free right and license to use, publish and distribute the White Paper and Campaign Content in whole or in part as part of the Legal Leader service. You may not use stock photos included in the White Paper or Campaign Content in any other medium.
- 10.11 **FindLaw PPC Advertising.**
- (a) The total Monthly Charge for FindLaw PPC Advertising includes both the amount spent directly on PPC advertisements (“Advertising Costs”) and a fee for our management of your PPC advertising (“Advertising Management Fee”).
  - (b) Notwithstanding anything to the contrary contained in the Thomson Reuters General Terms and Conditions or the ordering document, FindLaw PPC Advertising campaigns will automatically renew on a month-to-month basis following the initial term. Either party may terminate the PPC Advertising campaign at any time upon 30 days written notice to the other party. Upon termination of your FindLaw PPC Advertising campaign, we will refund or credit any unused prepaid Advertising Costs. Regardless as to reason for termination, the Advertising Management Fee is non-refundable.
  - (c) You acknowledge that certain third-party advertisers require you to verify your account prior to initiating any FindLaw PPC Advertising on their site or after your PPC Advertising campaign has commenced. You agree to submit all documentation necessary to complete the verification process in a timely manner. You also acknowledge and agree that your failure to submit the documentation may result in suspension or termination of your FindLaw PPC Advertising campaign.
  - (d) We may terminate or suspend PPC Advertising services if you fail to pay applicable charges when due or if you



- do not have a live website or web property. If you purchase any landing pages, you pre-approve the creation and publication of the PPC Landing Page. You will have the opportunity to review and request revisions to the PPC Landing Page prior to publication. If you do not respond within the requested timeframe, we will publish the PPC Landing Page. The PPC Landing Page may be edited after publication.
- 10.12 **FindLaw Video Distribution Network.** Each unit of FindLaw Video Distribution Network includes distribution of up to 10 minutes of video. The maximum number of videos that you may provide us is 10 (for a total length of no more than 10 minutes). We will distribute videos on FindLaw-hosted web properties, FindLaw.com and SuperLawyers.com, and add a video player with the appropriate videos to relevant pages on your website. Video editing is not included. Your provided videos must meet our criteria and we reserve the right to reject your videos for distribution if they do not meet established criteria. We are not responsible for original video files supplied to us.
- 10.13 **FindLaw Video Host and Stream Additional Minutes.** FindLaw Video Host and Stream Additional Minutes includes hosting and streaming of up to 10 additional minutes of video beyond what is included with FindLaw FS Video Host and Stream. The maximum number of videos that you may provide is 10 (for a total length of no more than 10 minutes). We will add all videos to a Video Center on your website and strategically place videos on individual pages. Maximum one Video Center per website. Video editing and optimization are not included. Your provided videos must meet our criteria and we reserve the right to reject your videos for distribution if they do not meet established criteria. We are not responsible for original video file supplied to us.
- 10.14 **Premium Profile – FS.** Premium Profile includes one firm profile for each bona fide, physical office location (maximum of 20 office locations). A Profile subscription is required throughout the term of any FindLaw Directory advertising placement. Termination of the Profile subscription will result in the immediate termination of all directory advertising placements.
- 10.15 **Super Lawyers Legal Leader.**
- (a) Super Lawyer Legal Leader includes: a) a multi-page white paper on your selected and approved topic, including formatting, images, headings and other design elements as appropriate (“White Paper”); b) Creation of content pieces (“Campaign Content”) to promote the White Paper; and c) Distribution and promotion of the White Paper, which may include promotion on social media, online advertising, exposure on FindLaw.com and other tactics to drive visibility, at FindLaw's sole discretion.
  - (b) Together, we will collaborate on the White Paper, which will be promoted as your work product. You acknowledge that your involvement is necessary for the creation of the White Paper and agree to provide us necessary feedback and approvals within the requested timeframes. You may provide materials, such as logos, photos, or other content for possible use in the White Paper and Campaign Content.
  - (c) You will own the White Paper and all Campaign Content created by us as part of the Legal Leader service, except for any FindLaw-provided stock images. During the term of the Agreement, you grant to us a non-exclusive, worldwide, fully paid-up, royalty free right and license to use, publish and distribute the White Paper and Campaign Content in whole or in part as part of the Legal Leader service. You may not use stock photos included in the White Paper or Campaign Content in any other medium.
- 10.16 **Super Lawyers Premium Online Firm Profile.** Content updates requested of FindLaw Account Management will be performed within a commercially reasonable time, based on the volume and complexity of the requested updates. Ownership grants do not apply to the Super Lawyers Premium Online Firm Profile. Following the subscription term, you will have no further rights to the Super Lawyers Premium Online Firm Profile or domain.
- 10.17 **Voice Connect.** Voice Connect requires at least one FindLaw Call Tracking number, which is placed on your online FindLaw marketing channel enabling visitors to provide information about their legal situation to a FindLaw-provided call operator. Summaries of calls will be provided to you. All client inquiries provided via Voice Connect will be stored by us. VoiceConnect is an advertising service. FindLaw makes no representation or warranty as to the volume or quality of contacts resulting from calls, and Subscriber is responsible for all aspects of client intake and the attorney-client relationship.
- 10.18 **WebChat Connect.** Transcripts of chat engagements will be provided to you and will be stored by us. We make no representation that such data will be complete, accurate or a reliable basis on which to determine either the value of a prospective client's case or the prospective client's ability to pay legal fees. WebChat Connect is an advertising service. We make no representation or warranty as to the volume or quality of leads resulting from chat engagements and contact forms, and you are responsible for all aspects of client intake and the attorney-client relationship.