

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

FRIDAY & COX, LLC,	)	CIVIL DIVISION
)	
Plaintiff,	)	No: 18-532
)	
v.	)	US Chief District Judge Joy Flowers Conti
)	
FINDLAW; REUTERS HOLDINGS, INC.; and WEST PUBLISHING CORPORATION t/d/b/a FINDLAW,	)	ELECTRONICALLY FILED
)	
Defendants.	)	JURY TRIAL DEMANDED

**DEFENDANTS’ MOTION TO DISMISS OR, IN THE
ALTERNATIVE, TO TRANSFER TO THE DISTRICT OF MINNESOTA**

Defendants FindLaw, West Publishing Corporation t/d/b/a FindLaw (“West”) and Thomson Reuters Holdings, Inc. (collectively “Defendants”), by and through their counsel, respectfully submit this Memorandum in Support of its Motion to Dismiss for failure to state a claim for which relief can be granted, pursuant to Fed. R. Civ. P. 12(b)(3) or, in the alternative, for Transfer of Venue pursuant to 28 U.S.C. §1404(a).

1. Plaintiff Friday & Cox, LLC (“Plaintiff”) asserts various claims against West, including breach of contract, fraud, unfair trade practices and breach of warranty. *See* Complaint, generally.

2. Dismissal of Plaintiff’s Complaint is warranted because the express terms of the contracts at issue required Plaintiff to file the complaint in a court located in Minnesota.

3. The commencement of this lawsuit in Pennsylvania is a breach of the parties’ agreement.

4. 28 U.S.C. §1406(a) authorizes a court to dismiss a civil action that is filed in the wrong venue.

5. Rule 12(b)(3) provides a mechanism for obtaining such a dismissal.

6. As an alternative to dismissal, Section 1406(a) allows the court to transfer an improperly venued civil action to an appropriate district or division.

7. Similarly, 28 U.S.C. §1404(a) provides that a court may transfer a civil action “to any other district or division where it might have been brought” – without regard to the propriety of the initial forum – where the transfer is “[f]or the convenience of the parties and witnesses and/or “in the interest of justice.”

8. On the basis of the clear forum selection provision, which is contained in each of the agreements that were executed by the parties, West respectfully requests the Court to dismiss this case without prejudice under Rule 12(b)(6) or transfer this case to the United States District Court for the District of Minnesota under Section 1404(a) and/or Section 1406(a).

9. As demonstrated below, Plaintiff will be unable to show that enforcement of the forum selection clause would be unreasonable or that other considerations are sufficient to overcome the parties’ express agreement that any proceedings or claims arising out of the contractual relationship must take place in Minnesota.

10. Enforcement of the forum selection clause at issue in this case is not only consistent with Pennsylvania case law, it is reasonable, because: (i) West is based in Minnesota; (ii) Plaintiff, a law firm and sophisticated party, voluntarily and knowingly signed the contracts; and (iii) Plaintiff is not precluded from bringing its claims or seeking similar relief in the proper forum.

FACTS

11. FindLaw is the brand name for a website development and internet advertising product offered by West Publishing Corporation. Declaration of Jon J. Olson (“Olson Decl.”) ¶5 attached hereto as Exhibit “A.”

12. West Publishing Corporation is a Minnesota corporation that transacts business as FindLaw and Thomson Reuters Holdings, Inc. Olson Decl. ¶3.

13. West is an affiliate of Thomson Reuters Holdings, Inc., which is incorporated under the laws of New York. Olson Decl. ¶¶3-4.

14. Although Plaintiff initiated this litigation against Thomson Reuters Holdings, Inc., the only contractual party and provider of the disputed services is West. Olson Decl. ¶¶4-6.

15. During the course of the business relationship between Plaintiff and West, Plaintiff entered into several contracts with West for FindLaw website development and internet advertising services. *See* Olson Decl. Exs. 1-3.¹

16. Each of these contracts contains a forum selection clause calling for Minnesota courts to have exclusive jurisdiction over the parties’ disputes. *Id.*

17. When Plaintiff first subscribed to the FindLaw service at issue in this case, it was required to sign a contract specifically incorporating the FindLaw Master Services Agreement (“FMSA”). As to the contracts entered into by Plaintiff on August 30, 2011 and June 30, 2013, the FMSA provides:

¹ Plaintiff’s Complaint refers to the FindLaw contracts and FindLaw Master Service Agreements. *See* Complaint ¶¶14-16. The Third Circuit has determined that a court may consider an undisputedly authentic document that a defendant attaches as an exhibit to a motion to dismiss if the plaintiff’s claims are based on the document.” *Pension Benefit Guar. Corp. v. White Consol. Indus.*, 998 F.2d 1192, 1196 (3rd Cir.1993). Plaintiffs cannot prevent a court from looking at the texts of the documents on which its claim is based by failing to attach or explicitly cite them. *In re Burlington Coat Factory Securities Litigation*, 114 F.3d 1410 (3rd Cir. 1997). As such, this Court may properly consider the FMSAs appended to the Olson Declaration.

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.

Olson Decl. Exs. 1 and 2, FMSA Provision 14.4 – Governing Law and Venue.

18. Following revisions to the FMSA in August 2015, nearly identical language continued to be included in the FMSA applicable to the July 2017 order form expressly stated:

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.

Olson Decl. Ex. 3, FMSA Provision 14 – Governing Law and Venue.

19. The contracts executed by Plaintiff on August 30, 2011, June 30, 2013 and July 3, 2017, each adopted and expressly incorporated the terms set forth in the FMSA stating that:

The Agreement (which includes all Order Forms, the FMSA, and any written Addenda or Amendments thereto) embodies the entire understanding between the parties with respect to the subject matter of the Agreement and supersedes any and all understandings and agreements, oral or written, relating to the subject matter. If a conflict exists between the terms and conditions of the FMSA and this Order Form, then the terms and conditions of this Order Form shall control. Subscriber, by its authorized representative's signature below, acknowledges receipt of the FMSA (available at lawyermarketing.com/master-services-agreement/) and acknowledges its understanding and acceptance of the Agreement.

See Olson Decl. Exs. 1-3.

20. Further, Plaintiff's Complaint references the contracts and FMSA. *See* Complaint, ¶¶14-16. Therefore, Plaintiff is admittedly aware of such documents and familiar with the terms set forth in the FMSA. *Id.*

21. Pursuant to the parties' contracts, West provided a website to Plaintiff. Olson Decl. ¶9.

22. Plaintiff's Complaint asserts allegations associated with the performance of service, or alternatively lack of performance of service, in relation to the FindLaw website product. *See* Complaint ¶16.

23. Such services were performed by West at its Minnesota location. Olson Decl. ¶8.

24. The potential witnesses include, but are not limited to website developers, designers, account managers, content writers, search engine optimization consultants, and project managers. *Id.* ¶10.

25. There are numerous individuals with personal knowledge of Plaintiff's account and/or website, each of whom are located in Minnesota. *Id.* ¶¶11-12.

26. On March 2, 2018, Plaintiff filed its Summons and Complaint against West in the Court of Common Pleas of Allegheny County, State of Pennsylvania.

27. Plaintiff's commencement of this action in Pennsylvania entirely disregards the "Governing Law and Venue" provisions contained in the contracts entered into by the parties, West now moves to dismiss or transfer this action.

ARGUMENT

A. PLAINTIFF’S COMPLAINT SHOULD BE DISMISSED UNDER FED. R. CIV. P. 12(b)(3) BECAUSE THE AGREEMENTS AT ISSUE CONTAIN AN ENFORCEABLE FORUM SELECTION CLAUSE THAT REQUIRES DISPUTES WITH RESPECT TO THE AGREEMENTS TO BE FILED IN MINNESOTA.

28. This Court should dismiss this lawsuit under Fed. R. Civ. P. 12(b)(3) because the agreements between the parties contain an unambiguous and exclusive forum section clause that requires the parties to litigate their disputes in Minnesota.

29. As the Supreme Court has expressly recognized, forum selection clauses contained in contracts are “prima facie valid” and “should be enforced unless enforcement is shown by the resisting party to be ‘unreasonable’ under the circumstances.” *M/S Bremen v. Zapata Off-Shore Co.*, 407 U.S. 1, 10 (1972); *see also Coastal Steel Corp. v. Tilghman Wheelabrator Ltd.*, 709 F.2d 190, 202 (3d Cir.1983) (Forum selection clauses are entitled to great weight, and are presumptively valid.).

1. The Forum Selection Clause is Enforceable.

30. In the Third Circuit, the enforceability of a forum selection clause in a diversity case is governed by federal law because “[q]uestions of venue and the enforcement of forum selection clauses are essentially procedural, rather than substantive, in nature.” *Jumara v. State Farm Ins. Co.*, 55 F.3d 873, 877 (3rd Cir.1995) (quoting *Jones v. Weibrecht*, 901 F.2d 17 (2d Cir.1990)).

31. Under federal law, the party seeking to avoid the effect of a forum selection clause bears “a heavy burden of proof.” *Carnival Cruise Lines v. Shute*, 499 U.S. 585, 595 (1991). That party must clearly demonstrate that proceeding in the agreed forum would be so gravely difficult and inconvenient that the clause, for all practical purposes, will deprive the party of its fair day in court. *M/S Bremen*, 407 U.S. at 18; *Carnival*, 499 at 594-95. In that

regard, Justice Kennedy has recognized that a valid forum selection clause should be “given controlling weight in all but the most exceptional circumstances.” *Stewart Org. Inc. v. Ricoh Corp.*, 487 U.S. 22, 33 (1988) (Kennedy, J., concurring).

32. [T]he rule is that a forum selection clause is presumptively valid and will be enforced by the forum unless the party objecting to its enforcement establishes (1) that it is the result of fraud or overreaching, (2) that enforcement would violate a strong public policy of the forum, or (3) that enforcement would in the particular circumstances of the case result in litigation in a jurisdiction so seriously inconvenient as to be unreasonable. *Coastal*, 709 F.2d at 202.

33. The party opposing a forum selection clause bears a “heavy burden” of showing that the clause should not be enforced. *See, e.g., MoneyGram Payment Sys. v. Consorcio Oriental, S.A.*, 65 Fed. Appx. 844, 848 (3d Cir.2003); *Provident Mutual Life Ins. Co. v. Bickerstaff*, 818 F.Supp. 116, 118 (E.D.Pa.1993).

a. Plaintiff cannot show that the forum selection provision was the result of fraud.

34. Under the first factor utilized by the Third Circuit, the party opposing the clause must show fraud in the inclusion of the clause itself. *Pentecostal Temple Church v. Streaming Faith, LLC et al.*, 2008 WL 4279842 (W.D. PA 2008). *See also M/S Bremen*, 407 U.S. 1, 92 S.Ct. 1907, 32 L.Ed.2d 513 (1972) (upholding enforcement of forum selection clause despite allegations of fraud, noting that clause is not enforceable “if the inclusion of that clause in the contract was the product of fraud or coercion”). Plaintiff will not be able to make such a showing in the present case.

35. The forum selection clauses contained in the parties’ contracts are written in language that is easily readable, in a legible typeface, under a heading that clearly identifies the

clause, and in the FMSA that Plaintiff refers to in its Complaint. *See* Complaint ¶¶14-16. There was no fraud or overreaching with regard to the forum selection provision, and Plaintiff was free not to enter into the agreements.

36. Further, the agreements were entered into between two sophisticated entities.

37. As noted above, the forum selection provision at issue in this case is clearly set forth in the written contract documents. Plaintiff cannot realistically claim that it lacked the sophistication to understand the forum selection clause. By its own admission, Plaintiff is a law firm. *See* Complaint, ¶6. Arguably, Plaintiff would be considered to be in the best position to understand and evaluate the forum selection clause in the parties' contracts. Had Plaintiff wished to amend the forum selection clause, it could have demanded such when it entered into the contracts with West. It did not, and must be held to the terms of the contracts.

38. In short, Plaintiff is a sophisticated party that agreed with West in writing on separate occasions that Minnesota was the exclusive forum for any litigation. *See* Olson Decl. Exs. 1-3

39. Furthermore, the forum selection clause in the parties' contracts is clear and unequivocal. *Id.*

40. Thus, Plaintiff will not be able to show that it did not knowingly and willingly consent to the inclusion of the clause in the agreement.

b. Public policy in Pennsylvania and Minnesota favors enforcement of forum selection clauses.

41. Under the second factor employed by the Third Circuit, Plaintiff would need to show that enforcement for the forum selection provision would violate a strong public policy of the forum. *Coastal*, 709 F.2d at 202.

42. Though forum selection clauses in contracts were once held in disfavor, the modern rule is that such clauses are enforceable if they are not unreasonable. *See M/S Bremen*, 407 U.S. at 10. The courts of both Pennsylvania and Minnesota have adopted that modern rule from a public policy standpoint. *See, e.g., Jumara*, 55 F.3d at 880 (holding that valid forum selection clauses are entitled to substantial consideration); *Hauenstein & Bermeister, Inc. v. Met-Fab Indus., Inc.*, 320 N.W.2d 886, 889 (Minn. 1982).

43. The forum selection clause at issue does not violate a strong public policy of this forum. In addition, a Minnesota forum would be more appropriate because Minnesota law applies to disputes under the contracts.

44. In summary, the United States Supreme Court has held that forum selection clauses are “*prima facie* valid,” and the courts of both Pennsylvania and Minnesota adhere to that determination as both a matter of law and a matter of public policy. *M/S Bremen*, 407 U.S. at 10; *Turcheck*, 725 N.W.2d at 688; *Hauenstein*, 320 N.W.2d at 889.

45. Plaintiff cannot demonstrate that the public policy of Pennsylvania or Minnesota will be violated or undermined by the enforcement of the forum selection clause to which the parties agreed. Therefore, this Court should not find any circumstances or interests that favor disregarding the forum selection clause.

c. Litigation in Minnesota would not be unreasonable.

46. Under the third factor employed by the Third Circuit, the party contesting the forum selection clause must establish that enforcement would in the particular circumstances of the case result in litigation in a jurisdiction so seriously inconvenient as to be unreasonable. *Coastal*, 709 F.2d at 202.

47. In fact, as the decision in *Carnival* demonstrates, the level of inconvenience required to negate a forum selection clause is very high. In *Carnival*, the Supreme Court held that the expense to Washington resident of litigating a claim in Florida was not a sufficient reason to invalidate the forum selection provision in a consumer contract. 499 U.S. at 594-95. Consistent with this approach, the Third Circuit has stated that “[m]ere inconvenience or additional expense is not the test of unreasonableness since it may be assumed that the plaintiff received under the contract consideration for these things. If the agreed upon forum is available to plaintiff and said forum can do substantial justice to the cause of action then plaintiff should be bound by his agreement.” *Cent. Contracting Co. v. Maryland Casualty Co.*, 367 F.2d 341, 344 (3d Cir.1966) (quoting *Cent. Contracting Co. v. C.E. Youngdahl & Co.*, 418 Pa. 122, 133–34, 209 A.2d 810 (1965)).

48. A forum selection clause is “unreasonable” if Plaintiff can make a strong showing that the selected forum is “so gravely difficult and inconvenient that he will for all practical purposes be deprived of his day in court.” *Foster v. Chesapeake Insurance Company*, 933 F.2d 1207, 1219 (3d Cir. 1991), quoting *M/S Bremen*, 407 U.S. at 18.

49. Plaintiff can offer no evidence that litigation of its claims in Minnesota would effectively deprive it of its day in court or that it would be treated unfairly by a court in Minnesota.

50. Furthermore, relevant documents and witnesses are located in Minnesota. Olson Decl. ¶¶10-12. Plaintiff or any of the attorneys it employs in the law firm, such as those who have appeared on his behalf in this matter, may even apply for admission *pro hac vice* to represent Plaintiff in any litigation in Minnesota, mitigating the burden of legal fees in Minnesota.

51. Because none of the three factors that the Third Circuit uses to evaluate the enforceability of a forum selection clause would support a determination that the forum selection clause at issue in the present case is unenforceable, this Court should enforce the forum selection clause by granting Defendants' motion to dismiss.

B. ALTERNATIVELY, THIS LAWSUIT SHOULD BE TRANSFERRED TO MINNESOTA.

52. If this Court decides not to dismiss this lawsuit pursuant to Fed. R. Civ. P. 12(b)(3), the Court should exercise its power under 28 U.S.C. §1404(a) to transfer the lawsuit to the U.S. District Court for the District of Minnesota, which is one of the forums to which the parties agreed.

53. A forum-selection clause may be enforced by a motion to transfer under §1404(a), which provides that “[f]or the convenience of parties and witnesses, in the interest of justice, a district court may transfer any civil action to any other district or division where it might have been brought or to any district or division to which all parties have consented.” *Atlantic Marine Construction Company, Inc. v. United States District Court for the Western District of Texas et al.*, 134 S.Ct. 568 (2013).

54. Under Section 1404(a), a district court may transfer venue “[f]or the convenience of parties and witnesses, in the interest of justice ... to any other district or division where it might have been brought.” 28 U.S.C. §1404(a).

55. When the parties have agreed to a valid forum-selection clause, a district court should ordinarily transfer the case to the forum specified in that clause. *Atlantic Marine*, 134 S.Ct. 581. Only under extraordinary circumstances unrelated to the convenience of the parties should a §1404(a) motion be denied. *Id.*

56. Further, the Supreme Court indicated that the presence of a valid forum-selection clause requires district courts to adjust their usual §1404(a) analysis in three ways.

1. The plaintiff's choice of forum merits no weight. Rather, as the party defying the forum-selection clause, the plaintiff bears the burden of establishing that transfer to the forum for which the parties bargained is unwarranted. When a plaintiff agrees by contract to bring suit only in a specified forum—presumably in exchange for other binding promises by the defendant—the plaintiff has effectively exercised its “venue privilege” before a dispute arises. Only that initial choice deserves deference, and the plaintiff must bear the burden of showing why the court should not transfer the case to the forum to which the parties agreed.
2. A court evaluating a defendant's §1404(a) motion to transfer based on a forum-selection clause should not consider arguments about the parties' private interests. When parties agree to a forum-selection clause, they waive the right to challenge the preselected forum as inconvenient or less convenient for themselves or their witnesses, or for their pursuit of the litigation.
3. When a party bound by a forum-selection clause flouts its contractual obligation and files suit in a different forum, a §1404(a) transfer of venue will not carry with it the original venue's choice-of-law rules—a factor that in some circumstances may affect public-interest considerations.

Id., at 581-582.

57. In accordance with the first factor, this Court should not give any weight to Plaintiff's selection of a Pennsylvania forum “when plaintiff already has agreed, through the forum selection clause, to litigate disputes arising out of the contract in a federal court in [Minnesota].” *Id.* According any weight to plaintiff's decision to file suit in Pennsylvania, “would only encourage parties to violate their contractual obligations, the integrity of which are vital to our judicial system. *In re Ricoh Corp.*, 870 F.2d 570, 573 (11th Cir. 1989).

58. The second factor set forth by the Supreme Court is easily satisfied due to Plaintiff having consented to a clause that provides for a Minnesota forum, thus Plaintiff should

not be heard to claim that Minnesota is an inconvenient forum. *Atlantic Marine. Id.* at 582. Although a Pennsylvania forum is undoubtedly more convenient for Plaintiff and a Minnesota forum is undoubtedly more convenient for Defendants, the parties convenience is already reflected in the forum selection provision.

59. In conjunction with the third factor articulated by the Supreme Court, the “familiarity with applicable law” factor favors a transfer to Minnesota. *Atlantic Marine. Id.* at 582. The parties’ contracts provide that Minnesota law governs any disputes arising with respect to the agreements. A federal court in Minnesota is likely to be marginally more versed in and familiar with the applicable Minnesota law than this Court is. *See Radisson Hotels Int’l, Inc. v. Westin Hotel Co.*, 931 F. Supp. 638, 642 (D. Minn. 1996) (noting that federal court in another state is “fully capable of applying Minnesota law,” but that federal court in Minnesota is “more likely to be familiar with the applicable Minnesota law”).

60. In summary, the agreement of the parties and the substantial majority of the other factors that courts look to in deciding motions under 28 U.S.C. §1404(a) both favor transferring this case to the District of Minnesota.

CONCLUSION

The claims of Plaintiff fail, because the parties agreed that Minnesota was the proper forum for any action arising out of the parties' agreements. Thus, pursuant to Fed. R. Civ. P. 12(b)(3) this Court should dismiss this lawsuit. Alternatively, the Court should exercise its power under 28 U.S.C. §1404(a) to transfer this case to the United States District Court for the District of Minnesota.

Respectfully submitted,

**MARSHALL DENNEHEY
WARNER COLEMAN & GOGGIN**

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**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA
PITTSBURGH DIVISION**

FRIDAY & COX, LLC,

Plaintiff,

v.

CASE NO. 2:18-CV-00532-JFC

CHIEF JUDGE JOY FLOWERS CONTI

FINDLAW; WEST PUBLISHING
CORPORATION t/d/b/a FINDLAW;
AND THOMSON REUTERS
HOLDINGS, INC.,

Defendants.

**DECLARATION OF JON J. OLSON IN SUPPORT OF DEFENDANTS' MOTION TO
DISMISS OR, IN THE ALTERNATIVE,
TO TRANSFER TO THE DISTRICT OF MINNESOTA**

Exhibit "A"

Jon J. Olson declares that the statements set forth in this Declaration are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

1. I am an attorney and Assistant Secretary at West Publishing Corporation ("West"). I have personal knowledge of the facts and matters contained in this Declaration.
2. I am a custodian of records for West. The books and records of West relative to Plaintiff's account are in my care, custody and control. I am familiar with said books and records, can attest that entries are made contemporaneous with the transaction of business at West and that said books and records are true and correct.
3. West Publishing Corporation transacts business as West, a Thomson Reuters business. West Publishing Corporation is a Minnesota corporation with a principal place of business located at 610 Opperman Drive, Eagan, Minnesota 55123.
4. West is an affiliate of Thomson Reuters Holding, Inc., which is incorporated under the laws of New York.
5. FindLaw is the brand name for a website development and internet advertising product offered by West
6. During the course of the business relationship between Plaintiff and West, Plaintiff entered into several contracts with West for FindLaw website development and internet advertising services. Each of these contracts had a forum selection clause in which Plaintiff consented to exclusive jurisdiction in

Minnesota. Attached hereto as Exhibit 1-3 are copies of contracts between Plaintiff and West, along with the FindLaw Master Services Agreement for each contract.

- a. Exhibit 1 - Contract dated August 30, 2011
 - b. Exhibit 2 – Contract dated June 30, 2013
 - c. Exhibit 3 – Contract dated July 3, 2017
7. Plaintiff's account was identified as West Account "1003485914".
 8. The FindLaw billing and account services would have been performed by West at its Minnesota location.
 9. Pursuant to the contracts, West provided a website to Plaintiff.
 10. Potential witnesses include, but are not limited to website developers, designers, account managers, content writers, search engine optimization consultants, and project managers.
 11. There are numerous individuals with personal knowledge of the Plaintiff's account and/or website.
 12. The majority of individuals with personal knowledge of the Plaintiff's account and/or services are located in Minnesota.

FURTHER AFFLIANT SAYETH NOT.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.



JON J. OLSON

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FindLaw/Super Lawyers Order Form

Required Order Information

Account #: 1003485914	PO#: _____	Date: _____
Name/Subscriber: FRIDAY & COX LLC		
Address: 1405 McFarland Rd	P.O. Box: _____	Telephone #: 412-561-4280
City: Pittsburgh	State: PA	Zip Code: 15216-2333
Designated Contact: _____		Designated Contact E-Mail: _____
Bill To Name (if different): _____		
Bill To Address (if different): _____	City: _____	State: _____ Zip Code: _____
Bill To Account # (if different): _____		
Submitting Rep Name: Werthman, Jack	Number: 0038345	Channel: 01 PIC 11.4 #: 112414588
Firm WLD ID: 2532808	Facsimile: _____	New Account: No
Existing customer requesting credit increase: _____		Existing customer with no account changes: X
Existing customer with Permanent Address Change: _____		

New Subscriptions/Orders

Initial Term (Mth)	Sub Material #	Description	QTY	Initial Term Monthly Charges	Disc(-)	Net Initial Term Monthly Charges	2nd Year Disc(-) Surc(+)	**Second- and **Third-Year Monthly Charges
36	4048562	FirmSite 444G (Sol# MSD) (Program ID:GS02)	1	\$1,021.00	-30.0%	\$1,274.70	-10%	**\$1,147.23
		Components						**\$1,147.23
36	40485611	Accelerated Web pres	1					
36	40588569	Cust Content IV - IMC	1					
36	40588594	FS IV: FirmSite IV (LC:234E, PC:134)	1					
36	40477194	Link Form I General English	1					
36	40588597	Search Mkt IV	1					
36	41056103	Starter Profile (Attorney Count 2)	1					
36	40767045	Video - Host and Stream	1					

* Second Year Monthly Charge

** Third Year Monthly Charge

Net Monthly Charges: \$1,274.70
 **Second- and **Third-Year Monthly Charges: **\$1,147.23

Lapsed Subscription

SD Doc#	Line Item	Deal ID	Sub Material #	Lapse Days*	Lapse Subscription Description	QTY
SAP Customer: 1003485914						
113848657	20	123588	40483688	0	FirmSite 333C	1
113848658	10	123586	40588596	0	Search Mkt III	1
113848654	10	123588	40477194	0	Link Form I General English	1
113848653	10	123586	40588593	0	FirmSite II	1
113848652	10	123588	40588598	0	Cust Content III - IMC	1
113739922	20	123586	40312936	0	FNDLW Firm and Attorney Profile	1
113848651	10	123586	40485611	0	Accelerated Web pres	1
113848655	10	123586	40485600	0	Knowledgebase Premium	1

* - Lapse Days Indicates the number of calendar days following acceptance and processing of this Order Form after which lapsed subscription(s) shall terminate

FirmSite IV

Order(PIC 11.4 # 112414598) configured by 0038345 for Term # 81203 on 08/29/2011 07:55:11 PM CDT

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A. DEVELOPMENT OF FIRMSITE SERVICE INTERFACE

1. Development - West will develop the Service Interface within a commercially reasonable time following receipt of the Content. Upon request, West will provide Subscriber with a report of development progress.

2. Review - Following West's notice to Subscriber of the Service Interface completion, Subscriber agrees to review and approve the Service Interface within a commercially reasonable time so as not to delay release of the FirmSite to the Web. Subscriber may request reasonable revisions to the Service Interface, within specifications, prior to approval.

B. FEATURES AND SPECIFICATIONS**1. FirmSite Level IV includes:**

- a. West Legal Directory (WLD) Portfolio Profile
- b. Custom Design for Home Page layout and up to three custom page layouts for standard interior pages
- c. Attorney photos, one (1) per Attorney Portfolio Profile
- d. Submission of site with major search engines
- e. FirmSite with unlimited pages (FindLaw to provide 20 custom-written pages to packages 440B and 444C). Recommended pages include:
 - 1. Home Page
 - 2. Firm Overview
 - 3. Practice Area Overview
 - 4. Attorney Bio Page
 - 5. Practice Area Description Pages
 - 6. Contact Us Page

C. CONTENT UPDATES

Subscriber may be provided access to a content management tool which enables Subscriber to add, delete, or modify content at its convenience. Alternatively, or in addition, FindLaw Account Management personnel may be made available to assist Subscriber in adding, deleting, or modifying content. 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.

D. DOMAIN NAME

West will register one (1) domain name for Subscriber as part of the FindLaw Master Services Agreement.

SECOND YEAR SERVICES**Cust Content IV - IMG**

Subscriber will be entitled to:

Content Refresh. West will provide a single annual updating event which include an interview and 10 pages of updated content and meta tags.

Search Mkt IV

During each 12 month term following the initial 12 month term, West shall provide to Subscriber up to two additional search marketing evaluations, or audits.

FIRST YEAR SERVICES**Search Mkt IV**

FindLaw will submit Subscriber's website listing to third-party sites including web directories and social bookmarks which may allow bloggers and others to comment positively or negatively about Subscriber's firm or attorneys. Subscriber consents to such submissions, and understands that FindLaw does not control these sites and will not be able to remove comments or listings once they have been published.

Video - Host and Stream**A. FEATURES AND SPECIFICATIONS**

- 1. One video player integrated into FirmSite
- 2. Maximum of 30 minutes of finished video total
- 3. Hosting and streaming of videos
- 4. Basic video SEO tagging

Term and Billing

Subscriber agrees to commit to the minimum term length, indicated above as the Initial Term, for each corresponding subscription. Services for which one-time charges apply, if any, are indicated as having an Initial Term of "OTC". One-time charges will be billed to Subscriber in the first billing cycle. During the Initial Term (up to 12 months), Subscriber agrees to pay the Net Initial Term Monthly Charges for all non-OTC subscriptions identified above. For subscriptions with an Initial Term exceeding 12 months, monthly subscription charges during months 13 through 24 and during months 25 through 36 will be equal to the Second- and Third-Year Monthly Charges, respectively. Monthly subscription charges following the Initial Term will be billed month-to-month at then-current list prices (subject to future price adjustments), until terminated in accordance with the FindLaw Master Services Agreement ("FMSA"), the terms of which are hereby incorporated by reference.

Net Monthly Charges are indicated above for convenience only. If Subscriber's order includes subscriptions of varying term lengths, then Net Monthly Charges will change as subscriptions terminate, expire, or renew. Subscriber's total charges for any given month during the order term will be based upon (i) active subscriptions during the applicable billing period, and (ii) the corresponding price for each active subscription.

Aug 30 11 05:42p

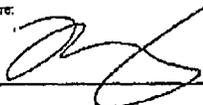
Jack Werthman Thomson Fin 4129212555

p. 4

Acknowledgment of Contract

The Agreement (which includes all Order Forms, the FMSA, and any written Addenda or Amendments thereto) embodies the entire understanding between the parties with respect to the subject matter of the Agreement, and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. If a conflict exists between the terms and conditions of the FMSA and this Order Form, then the terms and conditions of this Order Form shall control. Subscriber, by its authorized representative's signature below, acknowledges receipt of the FMSA (available at www.lawyermarketing.com/CM/servicesagreement.asp) and acknowledges its understanding and acceptance of the Agreement.

Signature:



Date:

8/30/11

General Provisions

This Order Form is subject to approval by West in St. Paul, Minnesota. If any open account charges remain unpaid 30 days after becoming due, all amounts that are or would become due and payable for the remaining term of Subscriber's Agreement, shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is non-transferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. West may make credit investigations it deems appropriate including the request of a consumer credit report from a credit reporting agency on any individual identified in this Order Form. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report. All FindLaw Charges are non-refundable.

All notices to West, including notice of termination pursuant to the FMSA, must be submitted in writing to:
FindLaw, Attn: Account Management, 610 Opperman Drive, Eagan, MN, 55123, or via e-mail to west.fse-f@thomson.com

This Order Form will expire and will not be accepted after 09/28/2011 07:55:11 PM CDT.

The following data form(s) must accompany this Order Form before Agreement will be approved by West.
Client Order Brief (Confirmation # _____) - Internal Reference

Please fax this order to 1-(866) 740-2174.

3876095



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.lawycrmarketing.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, excluding 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; (iii) FirmSite development is made impracticable or is delayed for at least thirty (30) days as a result of a third party's action, such as a claim of infringement, failure to turn over Content, or failure to transfer a domain name; or (iv) 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, and the EUI license shall be granted at no charge to Subscribers whose FirmSite subscriptions have been in effect for four or more 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 static files (e.g. .html, .jpg, and .gif files) reflecting the state of the FirmSite when the files were last saved, but 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, or if as part of this Agreement it subscribes to a service identified as being provided by a third party or consisting of third-party software, then Subscriber agrees to 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 LIMITATIONS 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/CM/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-fl@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.

Rev. 11/2009

FindLaw/Super Lawyers Order Form



Required Order Information

Account #: 1003485914	PO#:	Date:
Name/Subscriber: FRIDAY & COX LLC		
Address: 1405 McFarland Rd	P.O. Box:	Telephone #: 0
City: Pillsburgh	State: PA	Zip Code: 15216-2333
Territory #: 81203		Designated Contact E-Mail:
Designated Contact:		
Bill To Name (if different):		
Bill To Address (if different):	City:	State:
Zip Code:		
Bill To Account # (if different):		
Submitting Rep Name: Stachlars, Chris	Number: 0169525	Channel: 01
PIC 13.2 #: 131621464		
Firm WLD ID: 2532966	Facsimile:	New Account: No
Existing customer requesting credit increase:		Existing customer with no account changes: X
Existing customer with Permanent Address Change:		

New Subscriptions/Orders

Initial Term (Mth)	Sub Material #	Description	QTY	Initial Term Monthly Charges	Disc(-)	Net Initial Term Monthly Charges	2nd Year Disc(-) Surc(+)	^Second- and ^^Third-Year Monthly Charges
36	37005072	FL Dir County TS: Greene County (PA)/Medical Malpractice (LC:2315, PC:98)	1	\$16.67	-25.0%	\$12.50	N/A	^\$12.50 ^^\$12.50
36	37005072	FL Dir County TS: Greene County (PA)/Products Liability Law (LC:2316, PC:115)	1	\$10.00	-25.0%	\$7.50	N/A	^\$7.50 ^^\$7.50
36	37005072	FL Dir County TS: Greene County (PA)/Personal Injury -- Plaintiff (LC:2315, PC:111)	1	\$10.00	-25.0%	\$7.50	N/A	^\$7.50 ^^\$7.50
36	37005072	FL Dir County TS: Greene County (PA)/Workers' Compensation (LC:2315, PC:132)	1	\$10.00	-25.0%	\$7.50	N/A	^\$7.50 ^^\$7.50
36	37005072	FL Dir County TS: Warren County (PA)/Products Liability Law (LC:2334, PC:115)	1	\$10.00	-25.0%	\$7.50	N/A	^\$7.50 ^^\$7.50
36	37005072	FL Dir County TS: Warren County (PA)/Workers' Compensation (LC:2334, PC:132)	1	\$35.00	-25.0%	\$26.25	N/A	^\$26.25 ^^\$26.25
36	37005072	FL Dir County TS: Warren County (PA)/Personal Injury -- Plaintiff (LC:2334, PC:111)	1	\$16.67	-25.0%	\$12.50	N/A	^\$12.50 ^^\$12.50
36	37005072	FL Dir County TS: Bedford County (PA)/Medical Malpractice (LC:2304, PC:98)	1	\$16.00	-25.0%	\$12.00	N/A	^\$12.00 ^^\$12.00
36	37005072	FL Dir County TS: Bedford County (PA)/Products Liability Law (LC:2304, PC:115)	1	\$10.00	-25.0%	\$7.50	N/A	^\$7.50 ^^\$7.50
36	37005072	FL Dir County TS: Bedford County (PA)/Workers' Compensation (LC:2304, PC:132)	1	\$10.00	-25.0%	\$7.50	N/A	^\$7.50 ^^\$7.50
36	37005072	FL Dir County TS: Bedford County (PA)/Personal Injury -- Plaintiff (LC:2304, PC:111)	1	\$35.00	-25.0%	\$26.25	N/A	^\$26.25 ^^\$26.25

^ Second Year Monthly Charge

^^ Third Year Monthly Charge



Net Monthly Charges: \$134.50

^Second- and ^^Third-Year Monthly Charges: ^\$134.50
^^\$134.50

Term and Billing

Subscriber agrees to commit to the minimum term length, indicated above as the Initial Term, for each corresponding subscription. Services for which one-time charges apply, if any, are indicated as having an Initial Term of "OTC". One-time charges will be billed to Subscriber in the first billing cycle. During the Initial Term (up to 12 months), Subscriber agrees to pay the Net Initial Term Monthly Charges for all non-OTC subscriptions identified above. For subscriptions with an Initial Term exceeding 12 months, monthly subscription charges during months 13 through 24 and during months 25 through 36 will be equal to the Second- and Third-Year Monthly Charges, respectively. Monthly subscription charges following the Initial Term will be billed month-to-month at then-current list prices (subject to future price adjustments), until terminated in accordance with the FindLaw Master Services Agreement ("FMSA"), the terms of which are hereby incorporated by reference.

Net Monthly Charges are indicated above for convenience only. If Subscriber's order includes subscriptions of varying term lengths, then Net Monthly Charges will change as subscriptions terminate, expire, or renew. Subscriber's total charges for any given month during the order term will be based upon (i) active subscriptions during the applicable billing period, and (ii) the corresponding price for each active subscription.

Acknowledgment of Contract

The Agreement (which includes all Order Forms, the FMSA, and any written Addenda or Amendments thereto) embodies the entire understanding between the parties with respect to the subject matter of the Agreement, and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. If a conflict exists between the terms and conditions of the FMSA and this Order Form, then the terms and conditions of this Order Form shall control. Subscriber, by its authorized representative's signature below, acknowledges receipt of the FMSA (available at www.lawyermarketing.com/CM/servicesagreement.asp) and acknowledges its understanding and acceptance of the Agreement.

Signature:



Date:

6 / 10 / 13

General Provisions

This Order Form is subject to approval by West in St. Paul, Minnesota. If any open account charges remain unpaid 30 days after becoming due, all amounts that are or would become due and payable for the remaining term of Subscriber's Agreement, shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is non-transferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. West may make credit investigations it deems appropriate including the request of a consumer credit report from a credit reporting agency on any individual identified in this Order Form. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report. All FindLaw Charges are non-refundable.

All notices to West, including notice of termination pursuant to the FMSA, must be submitted in writing to:
FindLaw, Attn: Account Management, 610 Opperman Drive, Eagan, MN, 55123, or via e-mail to west.fsa-f@thomson.com

This Order Form will expire and will not be accepted after 07/11/2013 10:43:21 AM CDT.

The following data form(s) must accompany this Order Form before Agreement will be approved by West.

Client Order Brief (Confirmation # _____) - Internal Reference
FindLaw Master Services Agreement (377)

Please fax this order to 1-866 572 1201.

FindLaw/Super Lawyers Order Form



Required Order Information

Account #: 1003485914	PO#:	Date:
Name/Subscriber: FRIDAY & COX LLC		
Address: 1405 McFarland Rd	P.O. Box:	Telephone #: 0
City: Pittsburgh	State: PA	Zip Code: 15216-2333
Territory #: 81203		Designated Contact E-Mail:
Designated Contact:		
Bill To Name (If different):		
Bill To Address (If different):	City:	State:
Zip Code:		Bill To Account # (If different):
Submitting Rep Name: Stachlaris, Chris	Number: 0169525	Channel: 01
PIC 13.2 #: 131626059		Firm WLD ID: 2532066
Facsimile:		New Account: No
Existing customer requesting credit increase:		Existing customer with no account changes:
Existing customer with Permanent Address Change:		

New Subscriptions/Orders

Initial Term (Mth)	Sub Material #	Description	QTY	Initial Term Monthly Charges	Disc(-)	Net Initial Term Monthly Charges	2nd Year Disc(-) Surc(+)	^Second- and ^Thrd-Year Monthly Charges
36	37005072	FL Dir County TS: Lawrence County (PA)/Medical Malpractice (LC:2320, PC:98)	1	\$10.00	-35.0%	\$6.50	N/A	^\$6.50 ^^\$6.50
36	37005072	FL Dir County TS: Lawrence County (PA)/Workers' Compensation (LC:2320, PC:132)	1	\$18.00	-59.4%	\$6.50	N/A	^\$6.50 ^^\$6.50
36	37005072	FL Dir County TS: Lawrence County (PA)/Personal Injury -- Plaintiff (LC:2320, PC:111)	1	\$27.00	-75.94%	\$6.50	N/A	^\$6.50 ^^\$6.50
36	37005072	FL Dir County TS: Lawrence County (PA)/Products Liability Law (LC:2320, PC:115)	1	\$10.00	-35.0%	\$6.50	N/A	^\$6.50 ^^\$6.50
36	37005072	FL Dir County TS: Venango County (PA)/Products Liability Law (LC:2333, PC:115)	1	\$10.00	-35.0%	\$6.50	N/A	^\$6.50 ^^\$6.50
36	37005072	FL Dir County TS: Venango County (PA)/Workers' Compensation (LC:2333, PC:132)	1	\$21.00	-69.05%	\$6.50	N/A	^\$6.50 ^^\$6.50
36	37005072	FL Dir County TS: Venango County (PA)/Personal Injury -- Plaintiff (LC:2333, PC:111)	1	\$16.00	-59.4%	\$6.50	N/A	^\$6.50 ^^\$6.50
36	37005072	FL Dir County TS: Clarion County (PA)/Medical Malpractice (LC:2307, PC:98)	1	\$10.00	-35.0%	\$6.50	N/A	^\$6.50 ^^\$6.50
36	37005072	FL Dir County TS: Clarion County (PA)/Products Liability Law (LC:2307, PC:115)	1	\$10.00	-35.0%	\$6.50	N/A	^\$6.50 ^^\$6.50
36	37005072	FL Dir County TS: Clarion County (PA)/Workers' Compensation (LC:2307, PC:132)	1	\$21.00	-69.05%	\$6.50	N/A	^\$6.50 ^^\$6.50
36	37005072	FL Dir County TS: Clarion County (PA)/Personal Injury -- Plaintiff (LC:2307, PC:111)	1	\$10.00	-35.0%	\$6.50	N/A	^\$6.50 ^^\$6.50
36	37005072	FL Dir County TS: Armstrong County (PA)/Medical Malpractice (LC:2303, PC:98)	1	\$10.00	-35.0%	\$6.50	N/A	^\$6.50 ^^\$6.50
36	37005072	FL Dir County TS: Armstrong County (PA)/Products Liability Law (LC:2303, PC:115)	1	\$10.00	-35.0%	\$6.50	N/A	^\$6.50 ^^\$6.50
36	37005072	FL Dir County TS: Armstrong County (PA)/Workers' Compensation (LC:2303, PC:132)	1	\$10.00	-35.0%	\$6.50	N/A	^\$6.50 ^^\$6.50
36	37005072	FL Dir County TS: Armstrong County (PA)/Personal Injury -- Plaintiff (LC:2303, PC:111)	1	\$28.00	-76.8%	\$6.50	N/A	^\$6.50 ^^\$6.50
36	37005072	FL Dir County TS: Jefferson County (PA)/Products Liability Law (LC:2318, PC:115)	1	\$10.00	-35.0%	\$6.50	N/A	^\$6.50 ^^\$6.50
36	37005072	FL Dir County TS: Jefferson County (PA)/Workers' Compensation (LC:2318, PC:132)	1	\$10.00	-35.0%	\$6.50	N/A	^\$6.50 ^^\$6.50
36	37005072	FL Dir County TS: Jefferson County (PA)/Personal Injury -- Plaintiff (LC:2318, PC:111)	1	\$10.00	-35.0%	\$6.50	N/A	^\$6.50 ^^\$6.50
36	37005072	FL Dir County TS: Jefferson County (PA)/Medical Malpractice (LC:2318, PC:98)	1	\$10.00	-35.0%	\$6.50	N/A	^\$6.50 ^^\$6.50
36	37005072	FL Dir County TS: Indiana County (PA)/Medical Malpractice	1	\$27.00	-75.94%	\$6.50	N/A	^\$6.50

Initial Term (Mth)	Sub Matorial #	Description	QTY	Initial Term Monthly Charges	Disc(-)	Net Initial Term Monthly Charges	2nd Year Disc(-) Surc(+)	^Second- and ^^Third-Year Monthly Charges
		(LC:2317, PC:98)						^^\$6.50
36	37005072	FL Dir County TS: Indiana County (PA)/Products Liability Law (LC:2317, PC:115)	1	\$10.00	-35.0%	\$6.50	N/A	^\$6.50 ^^\$6.50
36	37005072	FL Dir County TS: Indiana County (PA)/Personal Injury -- Plaintiff (LC:2317, PC:111)	1	\$10.00	-35.0%	\$6.50	N/A	^\$6.50 ^^\$6.50
36	37005072	FL Dir County TS: Indiana County (PA)/Workers' Compensation (LC:2317, PC:132)	1	\$10.00	-35.0%	\$6.50	N/A	^\$6.50 ^^\$6.50
36	37005072	FL Dir County TS: Clearfield County (PA)/Medical Malpractice (LC:2308, PC:98)	1	\$35.00	-81.42%	\$6.50	N/A	^\$6.50 ^^\$6.50
36	37005072	FL Dir County TS: Clearfield County (PA)/Products Liability Law (LC:2308, PC:115)	1	\$10.00	-35.0%	\$6.50	N/A	^\$6.50 ^^\$6.50
36	37005072	FL Dir County TS: Clearfield County (PA)/Workers' Compensation (LC:2308, PC:132)	1	\$10.00	-35.0%	\$6.50	N/A	^\$6.50 ^^\$6.50
36	37005072	FL Dir County TS: Clearfield County (PA)/Personal Injury -- Plaintiff (LC:2308, PC:111)	1	\$25.00	-74.0%	\$6.50	N/A	^\$6.50 ^^\$6.50
36	37005005	FL Dir TS: Pittsburgh Metro (PA)/Personal Injury -- Plaintiff (LC:2345, PC:111)	1	\$225.00	-56.67%	\$97.49	N/A	^\$97.49 ^^\$97.49
36	37005005	FL Dir TS: Pittsburgh Metro (PA)/Products Liability Law (LC:2345, PC:115)	1	\$80.00	-35.0%	\$52.00	N/A	^\$52.00 ^^\$52.00
36	37005005	FL Dir TS: State College Metro (PA)/Personal Injury -- Plaintiff (LC:2349, PC:111)	1	\$95.00	-35.0%	\$61.75	N/A	^\$61.75 ^^\$61.75
36	37005005	FL Dir TS: State College Metro (PA)/Products Liability Law (LC:2349, PC:115)	1	\$40.00	-35.0%	\$26.00	N/A	^\$26.00 ^^\$26.00
36	37005005	FL Dir TS: State College Metro (PA)/Workers' Compensation (LC:2349, PC:132)	1	\$58.33	-55.42%	\$26.00	N/A	^\$26.00 ^^\$26.00
36	37005005	FL Dir TS: State College Metro (PA)/Medical Malpractice (LC:2349, PC:98)	1	\$65.00	-60.0%	\$26.00	N/A	^\$26.00 ^^\$26.00
36	37005005	FL Dir TS: Sharon Metro (PA)/Workers' Compensation (LC:2348, PC:132)	1	\$40.00	-35.0%	\$26.00	N/A	^\$26.00 ^^\$26.00
36	37005005	FL Dir TS: Sharon Metro (PA)/Products Liability Law (LC:2348, PC:115)	1	\$40.00	-35.0%	\$26.00	N/A	^\$26.00 ^^\$26.00
36	37005005	FL Dir TS: Sharon Metro (PA)/Personal Injury -- Plaintiff (LC:2348, PC:111)	1	\$40.00	-35.0%	\$26.00	N/A	^\$26.00 ^^\$26.00
36	37005005	FL Dir TS: Altoona Metro (PA)/Personal Injury -- Plaintiff (LC:2337, PC:111)	1	\$83.33	-35.0%	\$54.16	N/A	^\$54.16 ^^\$54.16
36	37005005	FL Dir TS: Altoona Metro (PA)/Products Liability Law (LC:2337, PC:115)	1	\$40.00	-35.0%	\$26.00	N/A	^\$26.00 ^^\$26.00
36	37005005	FL Dir TS: Altoona Metro (PA)/Workers' Compensation (LC:2337, PC:132)	1	\$65.00	-60.0%	\$26.00	N/A	^\$26.00 ^^\$26.00
36	37005005	FL Dir TS: Altoona Metro (PA)/Medical Malpractice (LC:2337, PC:98)	1	\$72.00	-35.0%	\$46.80	N/A	^\$46.80 ^^\$46.80
36	37005005	FL Dir TS: Erie Metro (PA)/Personal Injury -- Plaintiff (LC:2338, PC:111)	1	\$85.00	81.760000 00000005 %	\$32.50	N/A	^\$32.50 ^^\$32.50
36	37005005	FL Dir TS: Erie Metro (PA)/Workers' Compensation (LC:2338, PC:132)	1	\$65.00	-60.0%	\$26.00	N/A	^\$26.00 ^^\$26.00
36	37005005	FL Dir TS: Erie Metro (PA)/Products Liability Law (LC:2338, PC:115)	1	\$40.00	-35.0%	\$26.00	N/A	^\$26.00 ^^\$26.00
36	37005005	FL Dir TS: Johnstown Metro (PA)/Workers' Compensation (LC:2340, PC:132)	1	\$45.00	-35.0%	\$29.25	N/A	^\$29.25 ^^\$29.25
36	37005005	FL Dir TS: Johnstown Metro (PA)/Personal Injury -- Plaintiff (LC:2340, PC:111)	1	\$145.00	-35.0%	\$94.25	N/A	^\$94.25 ^^\$94.25
36	37005005	FL Dir TS: Johnstown Metro (PA)/Products Liability Law (LC:2340, PC:115)	1	\$40.00	-35.0%	\$26.00	N/A	^\$26.00 ^^\$26.00
36	37005005	FL Dir TS: Johnstown Metro (PA)/Medical Malpractice (LC:2340, PC:98)	1	\$91.67	-35.0%	\$59.59	N/A	^\$59.59 ^^\$59.59
36	37005004	FL Spotlight: Sharon Metro (PA)/Medical Malpractice (LC:2348, PC:98)	1	\$24.00	-35.0%	\$15.60	N/A	^\$15.60 ^^\$15.60
36	37005004	FL Spotlight: Pittsburgh Metro (PA)/Workers' Compensation (LC:2345, PC:132)	1	\$105.00	-35.0%	\$107.25	N/A	^\$107.25 ^^\$107.25

Initial Term (Mth)	Sub Material #	Description	QTY	Initial Term Monthly Charges	Disc(-)	Net Initial Term Monthly Charges	2nd Year Disc(-) Surc(+)	^Second- and ^^Thrd-Year Monthly Charges
36	37005004	FL Spotlight: Pittsburgh Metro (PA)/Medical Malpractice (LC:2345, PC:98)	1	\$285.00	-35.0%	\$185.25	N/A	^\$185.25 ^^\$185.25
36	37005004	FL Spotlight: Erie Metro (PA)/Medical Malpractice (LC:2338, PC:98)	1	\$68.67	-35.0%	\$43.34	N/A	^\$43.34 ^^\$43.34
36	41093077	Blog Service Essential w/ FirmSite (For Profile url: http://www.fpcwlaw.com - Sep Doc# 117167112 Line# 10) Components Blog Service Essential w/ FirmSite: Erie County (PA)/Workers' Compensation (LC:4830, PC:132) Category: Construction Workers' Accidents (Qty:1) Category: Industrial Workers' Accidents (Qty:1) Category: Workplace Accidents (Qty:1) Category: Workplace Injuries (Qty:1) Category: Workers' Compensation (Qty:1)	1	\$750.00	-35.0%	\$487.50	N/A	^\$487.50 ^^\$487.50
36	41053158	Super Lawyers Premium Online Attorney Profile	1	\$150.00	-35.0%	\$97.50	N/A	^\$97.50 ^^\$97.50
36	41243658	Super Lawyers Online Attorney Video Base	1	\$400.00	-35.0%	\$260.00	N/A	^\$260.00 ^^\$260.00

^ Second Year Monthly Charge

^^ Third Year Monthly Charge

Net Monthly Charges:	\$2,185.73
^Second- and ^^Third-Year Monthly Charges:	^\$2,185.73 ^^\$2,185.73

Blog Service Essential w/ FirmSite

A. Development - West will develop a blog interface for Subscriber and provide blog services as follows:

1. Design will match associated FirmSite
2. Standard blogging features (e.g. social bookmarking, comments section, archiving, categorization, RSS, etc.)
3. West-provided blog content*
4. Submission to offsite directories**

*Subscriber agrees to provide West information regarding the focus of West-provided blog content and pre-approves such content for publication. Blog content can be edited by Subscriber at any time after publication. West will notify Subscriber each time a post is published for 1 month from the date of initial publication. After 1 month, Subscriber may opt-in to receive continued alerts.

**Subscriber's blog will be submitted to third-party sites including Web directories and social bookmarks which may allow bloggers and others to comment positively or negatively about Subscriber's firm or attorneys. Subscriber consents to such submissions, and understands that West does not control these sites and will not be able to remove comments or listings once they have been published.

B. Ownership/Blog Interface License

1. During the term, West grants Subscriber an exclusive license to use the blog interface and West-provided blog content. West-provided blog content may not be used in any medium other than the Subscriber's Blog. Subscriber-provided blog content is considered "Client-provided Content," and West agrees to use such content only on Subscriber's Blog.
2. Following the term, and for up to 30 days following the term, Subscriber may purchase the West-provided content appearing on the Blog for a price equal to 25% of the annual Blog Service Essential FS list price in effect on the term expiration date.
3. West reserves the right to license and/or resell to a third party any West-provided content not purchased by Subscriber within 30 days following the term.

Super Lawyers Online Attorney Video

FEATURES AND SPECIFICATIONS

1. Two hour, on-site video shoot
2. Pre-shoot preparation by Project Manager
3. Video player added to FindLaw FirmSite If applicable
4. One minute of video hosting and streaming, SEO and distribution
 - a. Video SEO Includes:
 - i. Custom video SEO tagging
 - ii. Video transcription(s)
 - b. Distribution Includes:
 - i. Upload to third-party video portals
 - ii. Super Lawyers video icons on subscriber's Super Lawyers directory search and browse results pages
 - iii. Video(s) displayed on attorney's Super Lawyers Premium Profile
 - iv. Video(s) uploaded to video.superlawyers.com
 - v. Inclusion of video icon in the list of attorneys in Super Lawyers magazine

CANCELLATION POLICY: If Subscriber cancels the video shoot less than 5 days before the confirmed video shoot date, or fails to attend the video shoot, Subscriber agrees to pay West a rescheduling fee equal to the additional costs incurred by West in rescheduling the video shoot, including, but not limited to vendor charges. Following cancellation of the shoot, West will use commercially reasonable efforts to reschedule the video shoot on a mutually agreed upon date.

Subscriber agrees that West may distribute its video(s) to third parties (e.g. YouTube, etc.) for publication to the World Wide Web. Distribution will occur at West's discretion and is intended to increase the video's audience and thereby increase traffic to Subscriber's website. Subscriber understands that distribution may require West to provide third parties with certain rights in the video product, including rights that would allow the video to be manipulated, edited, criticized, or commented upon by Internet users. Subscriber understands and agrees that removal of content from the World Wide Web may be dependent upon the cooperation of third parties, and that West shall not be responsible for such removal. Subscriber further agrees that it will hold West harmless from and against any claims or liability arising out of West's distribution of the video to third parties. By agreeing to allow West to distribute the video to distribution partner sites, Subscriber agrees to comply with any partner site terms and conditions of use.

Super Lawyers Premium Online Attorney Profile

FindLaw will submit Subscriber's website listing to third-party sites including web directories and social bookmarks which may allow bloggers and others to comment positively or negatively about Subscriber's firm or attorneys. Subscriber consents to such submissions, and understands that FindLaw does not control these sites and will not be able to remove comments or listings once they have been published.

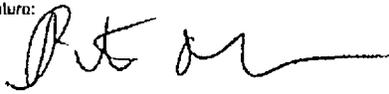
Term and Billing

Subscriber agrees to commit to the minimum term length, indicated above as the Initial Term, for each corresponding subscription. Services for which one-time charges apply, if any, are indicated as having an Initial Term of "OTC". One-time charges will be billed to Subscriber in the first billing cycle. During the Initial Term (up to 12 months), Subscriber agrees to pay the Net Initial Term Monthly Charges for all non-OTC subscriptions identified above. For subscriptions with an Initial Term exceeding 12 months, monthly subscription charges during months 13 through 24 and during months 25 through 36 will be equal to the Second- and Third-Year Monthly Charges, respectively. Monthly subscription charges following the Initial Term will be billed month-to-month at then-current list prices (subject to future price adjustments), until terminated in accordance with the FindLaw Master Services Agreement ("FMSA"), the terms of which are hereby incorporated by reference.

Net Monthly Charges are indicated above for convenience only. If Subscriber's order includes subscriptions of varying term lengths, then Net Monthly Charges will change as subscriptions terminate, expire, or renew. Subscriber's total charges for any given month during the order term will be based upon (i) active subscriptions during the applicable billing period, and (ii) the corresponding price for each active subscription.

Acknowledgment of Contract

The Agreement (which includes all Order Forms, the FMSA, and any written Addenda or Amendments thereto) embodies the entire understanding between the parties with respect to the subject matter of the Agreement, and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. If a conflict exists between the terms and conditions of the FMSA and this Order Form, then the terms and conditions of this Order Form shall control. Subscriber, by its authorized representative's signature below, acknowledges receipt of the FMSA (available at www.lawyormarketing.com/CM/servicesagreement.asp) and acknowledges its understanding and acceptance of the Agreement.

Signature: 	Date: 6/10/13
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General Provisions

This Order Form is subject to approval by West in St. Paul, Minnesota. If any open account charges remain unpaid 30 days after becoming due, all amounts that are or would become due and payable for the remaining term of Subscriber's Agreement, shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is non-transferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. West may make credit investigations it deems appropriate including the request of a consumer credit report from a credit reporting agency on any individual identified in this Order Form. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report. All FindLaw Charges are non-refundable.

All notices to West, including notice of termination pursuant to the FMSA, must be submitted in writing to:
 FindLaw, Attn: Account Management, 610 Opperman Drive, Eagan, MN, 55123, or via e-mail to west.fso-f@thomson.com

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12:32:23 p.m. 06-11-2013

8 / 10

This Order Form will expire and will not be accepted after 07/11/2013 09:36:11 AM CDT.

The following data form(s) must accompany this Order Form before Agreement will be approved by West.

Client Order Brief (Confirmation # _____) - Internal Reference

NACI (New Account/Credit Increase) Form (345)

FindLow Master Services Agreement (377)

Please fax this order to 1-866 572 1201.

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12:32:31 p.m. 06-11-2013

9/10

NACI (New Account/Credit Increase) Form

New Account Increase to Credit Limit

Date 06/11/2013

CUSTOMER INFORMATION:

*Indicates REQUIRED field

**Indicates SUGGESTED field

*Full Legal Name/Business Entity FRIDAY & COX LLC (SAP #: 1003485914)

*Doing Business As (DBA) _____

If Appropriate: Attn:/Department _____

*Street Address 1405 MCFARLAND RD Suite/Floor _____

*City PITTSBURGH *State PA *County _____ *Zip 15216-2333

*Telephone 0 Fax _____ Country UNITED STATES OF AMERICA

E-Mail Address _____ Web Address _____

Ship to Name (if different from above) _____

Attention _____

Street Address _____ Suite/Floor _____

City _____ State _____ County _____ Zip _____ Country _____

Bill to Name (if different from above) _____

Attention _____

Street Address _____ Suite/Floor _____

City _____ State _____ County _____ Zip _____ Country _____

Tax Exempt Yes *If yes, attach copy of tax exempt certificate.* No

Organization Affiliation (please check if applicable)

____ Division of _____ Subsidiary of _____

____ Representative of _____ Branch of _____

Type of Organization (select Single Best Option)

Legal (specify)

- ____ Solo Attorney
- ____ Solo Sulte
- Small Firm/2-20 (# of attys) _____
- ____ Medium Firm/21-79 (# of attys) _____
- ____ Large Firm/80+ (# of attys) _____

Government (specify)

- ____ Municipal
- ____ County
- ____ State
- ____ Federal
- ____ Tribal

Other (specify)

- ____ Sole Proprietor/Commercial
- ____ Academic
- ____ Corporation
- ____ Reseller
- ____ Legal Association (e.g. bar assoc.)
- ____ Non-Legal Association (e.g. NAACP)

If Appropriate: List Primary Practice Areas: _____

____ Check to receive important e-mail notifications and special promotions from West. We will not sell, rent or share your information with others.

CONTACT INFORMATION:

Active Partner/Officers Names & Titles: (please attach separate sheet if needed)

Accounts Payable Contact:

Kerth Ritter, Shelly Petronie

Accounts Payable Telephone Number:

412 561-4290



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.

I 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, excluding 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; (iii) FirmSite development is made impracticable or is delayed for at least thirty (30) days as a result of a third party's action, such as a claim of infringement, failure to turn over Content, or failure to transfer a domain name; or (iv) 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, and the EUI license shall be granted at no charge to Subscribers whose FirmSite subscriptions have been in effect for four or more 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 static files (e.g. .html, .jpg, and .gif files) reflecting the state of the FirmSite when the files were last saved, but 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, or if as part of this Agreement it subscribes to a service identified as being provided by a third party or consisting of third-party software, then Subscriber agrees to 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 LIMITATIONS 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/CM/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-fl@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.

Rev. 11/2009

FindLaw Order Form - Addendum

FindLaw®

Required Order Information

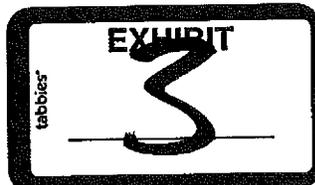
Account #: 1003485914	PO#:	Date:	
Name/Subscriber: FRIDAY & COX LLC			
Address: 1405 MCFARLAND RD STE 300		P.O. Box:	Telephone #:
City: PITTSBURGH	State: PA	Zip Code: 15218-2373	Territory #: 87503
Designated Contact:		Designated Contact E-Mail:	
Bill To Name (if different):			
Bill To Address (if different):		City:	State:
Bill To Account # (if different):		Zip Code:	
Submitting Rep Name: Duro, Steven	Number: 0000943	Channel: 01	PIC 17.5.3 #: 171514240
Firm WLD ID: 2532966	Facsimile:	New Account: No	
Existing customer requesting credit increase:		Existing customer with no account changes:	
Existing customer with Permanent Address Change:			

Existing Subscription Extension

Subscriber, by signing the Acknowledgment of Contract below, agrees to extend the term(s) of the following FindLaw subscriptions for an additional 24 months. During the initial 12 months of the renewal term, Subscriber agrees to pay the Net Monthly Charges for each subscription listed below. During months 13 through 24, Subscriber shall pay an amount equal to the Second-Year Monthly Charges for each listed subscription. Upon expiration of the 24-month term of this Addendum, FindLaw charges will be billed at then-current FindLaw list prices until the Agreement is terminated in accordance with the FindLaw Master Services Agreement ("FMSA"), the terms of which are hereby incorporated into this Order Form Addendum by reference. This Addendum shall become effective simultaneously with the expiration of the preceding subscription term ("Addendum Effective Date").

Sub Material #	Description	QTY	Current Price	Net Monthly Charges	Second-Year Monthly Charges
SAP Customer: 1003485914					
SD Doc#:119204091 Line Item:10					
37005072	FindLaw Directory County TopSpot: Greene County (PA)/Personal Injury -- Plaintiff (LC:2315, PC:111)	1	\$8.98	\$7.32	\$7.32
SD Doc#:119204098 Line Item:10					
37005072	FindLaw Directory County TopSpot: Bedford County (PA)/Medical Malpractice (LC:2304, PC:98)	1	\$8.98	\$7.29	\$7.29
SD Doc#:119204098 Line Item:10					
37005072	FindLaw Directory County TopSpot: Bedford County (PA)/Workers' Compensation (LC:2304, PC:132)	1	\$8.98	\$7.32	\$7.32
SD Doc#:119204099 Line Item:10					
37005072	FindLaw Directory County TopSpot: Bedford County (PA)/Personal Injury -- Plaintiff (LC:2304, PC:111)	1	\$10.89	\$18.20	\$18.20
SD Doc#:119214405 Line Item:10					
37005072	FindLaw Directory County TopSpot: Lawrence County (PA)/Medical Malpractice (LC:2320, PC:98)	1	\$13.98	\$15.00	\$15.00
SD Doc#:119214407 Line Item:10					
37005072	FindLaw Directory County TopSpot: Lawrence County (PA)/Personal Injury -- Plaintiff (LC:2320, PC:111)	1	\$13.98	\$14.56	\$14.56
SD Doc#:119214409 Line Item:10					
37005072	FindLaw Directory County TopSpot: Venango County (PA)/Products Liability Law (LC:2333, PC:115)	1	\$7.02	\$7.44	\$7.44
SD Doc#:119214411 Line Item:10					
37005072	FindLaw Directory County TopSpot: Venango County (PA)/Personal Injury -- Plaintiff (LC:2333, PC:111)	1	\$10.63	\$14.00	\$14.00
SD Doc#:119214414 Line Item:10					
37005072	FindLaw Directory County TopSpot: Clarion County (PA)/Workers' Compensation (LC:2307, PC:132)	1	\$13.98	\$14.56	\$14.56
SD Doc#:119214422 Line Item:10					
37005072	FindLaw Directory County TopSpot: Jefferson County (PA)/Personal Injury -- Plaintiff (LC:2318, PC:111)	1	\$7.02	\$7.28	\$7.28
SD Doc#:119214423 Line Item:10					
37005072	FindLaw Directory County TopSpot: Jefferson County (PA)/Medical Malpractice (LC:2318, PC:98)	1	\$7.02	\$7.28	\$7.28
SD Doc#:119214424 Line Item:10					
37005072	FindLaw Directory County TopSpot: Indiana County (PA)/Medical Malpractice (LC:2317, PC:98)	1	\$13.98	\$14.56	\$14.56
SD Doc#:119214428 Line Item:10					
37005072	FindLaw Directory County TopSpot: Indiana County (PA)/Personal Injury -- Plaintiff (LC:2317, PC:111)	1	\$7.02	\$7.28	\$7.28
SD Doc#:119214427 Line Item:10					

Order (PIC 17.5.3 # 171514246) configured by 0000943 for Terr # 87503 on 05/31/2017 04:13:31 PM CDT



37005072	FindLaw PC:132	Directory County TopSpot: Indiana County (PA)/Workers' Compensation (LC:2317,	1	\$13.88	\$14.66	\$14.66
SD Doc#:119214428 Line Item:10						
37005072	FindLaw PC:98	Directory County TopSpot: Clearfield County (PA)/Medical Malpractice (LC:2308,	1	\$13.88	\$15.67	\$15.67
SD Doc#:119214430 Line Item:10						
37005072	FindLaw PC:132	Directory County TopSpot: Clearfield County (PA)/Workers' Compensation (LC:2308,	1	\$8.00	\$21.25	\$21.25
SD Doc#:119214431 Line Item:10						
37005072	FindLaw PC:111	Directory County TopSpot: Clearfield County (PA)/Personal Injury - Plaintiff (LC:2308,	1	\$13.98	\$14.66	\$14.66
SD Doc#:119214433 Line Item:10						
37005005	FindLaw	Directory TopSpot: Pittsburgh Metro (PA)/Products Liability Law (LC:2345, PC:116)	1	\$39.00	\$31.20	\$31.20
SD Doc#:119214436 Line Item:10						
37005005	FindLaw PC:132	Directory TopSpot: State College Metro (PA)/Workers' Compensation (LC:2349,	1	\$29.38	\$31.20	\$31.20
SD Doc#:119214438 Line Item:10						
37005005	FindLaw	Directory TopSpot: Sharon Metro (PA)/Workers' Compensation (LC:2348, PC:132)	1	\$20.38	\$31.20	\$31.20
SD Doc#:119214439 Line Item:10						
37005005	FindLaw	Directory TopSpot: Sharon Metro (PA)/Products Liability Law (LC:2348, PC:115)	1	\$29.38	\$31.20	\$31.20
SD Doc#:119214440 Line Item:10						
37005005	FindLaw	Directory TopSpot: Sharon Metro (PA)/Personal Injury - Plaintiff (LC:2348, PC:111)	1	\$27.82	\$28.28	\$28.28
SD Doc#:119214443 Line Item:10						
37005005	FindLaw	Directory TopSpot: Altoona Metro (PA)/Workers' Compensation (LC:2337, PC:132)	1	\$36.40	\$31.20	\$31.20
SD Doc#:119214445 Line Item:10						
37005005	FindLaw	Directory TopSpot: Erie Metro (PA)/Personal Injury - Plaintiff (LC:2338, PC:111)	1	\$52.65	\$54.60	\$54.60
SD Doc#:119214446 Line Item:10						
37005005	FindLaw	Directory TopSpot: Erie Metro (PA)/Workers' Compensation (LC:2338, PC:132)	1	\$28.08	\$30.00	\$30.00
SD Doc#:119214448 Line Item:10						
37005005	FindLaw	Directory TopSpot: Johnstown Metro (PA)/Workers' Compensation (LC:2340, PC:132)	1	\$37.44	\$36.00	\$39.00

Renewal Charges: \$518.01
 Second-Year Monthly Charges: \$518.01

Acknowledgment of Contract

The Agreement (which includes all Order Forms, the FMSA, and any written Addenda or Amendments thereto) embodies the entire understanding between the parties with respect to the subject matter of the Agreement, and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. If a conflict exists between the terms and conditions of the FMSA and this Order Form Addendum, then the terms and conditions of this Order Form Addendum shall control. Subscriber, by its authorized representative's signature below, acknowledges receipt of the FMSA (available at www.lawyermarketing.com/master-services-agreement/) and acknowledges its understanding and acceptance of the Agreement.

Signature:  Date: 7/3/17

General Provisions

This Order Form is subject to approval by West in St. Paul, Minnesota. If any open account charges remain unpaid 30 days after becoming due, all amounts that are or would become due and payable for the remaining term of Subscriber's Agreement, shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is non-transferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. West may make credit investigations it deems appropriate including the request of a consumer credit report from a credit reporting agency on any individual identified in this Order Form. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report. All FindLaw Charges are non-refundable.

All notices to West, including notice of termination pursuant to the FMSA, must be submitted in writing to:
 FindLaw, Attn: Account Management, 610 Opperman Drive, Eagan, MN, 55123, or via e-mail to FL-Notice@thomsonreuters.com

This Order Form will expire and will not be accepted after 07/30/2017 04:13:31 PM CDT.

Please fax this order to 1-800-392-6206.



THOMSON REUTERS

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 Oppeman Drive, Eagan, MN 55123, or sent via e-mail to FLNNotice@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.lawfirmarketing.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.

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

FRIDAY & COX, LLC,	)	CIVIL DIVISION
)	
Plaintiff,)	
)	
v.	)	No: 18-532
)	
	)	US Chief District Judge Joy Flowers Conti
)	
FINDLAW; REUTERS HOLDINGS,	)	ELECTRONICALLY FILED
INC.; and WEST PUBLISHING)	
CORPORATION t/d/b/a FINDLAW,)	
	)	JURY TRIAL DEMANDED
)	

Defendants.

PROPOSED ORDER OF COURT

AND NOW, on this _____ day of _____, 2018, it is hereby ORDERED, ADJUDGED and DECREED, that Defendants’ Motion to Dismiss pursuant to Fed. R. Civ. P. 12(b)(3) is GRANTED, and Plaintiff’s claims are dismissed with prejudice.

BY THE COURT:

US CHIEF JUDGE JOY FLOWERS CONTI J.