

# Exhibit E

**Terms**

- > Annual Maintenance Plan Agreement for PCLaw® Time Matters® and Billing Matters®
- > End User License Agreement
- > Juris® Subscription Agreement
- > Juris® Perpetual Software Agreement
- > Juris Software Maintenance and Technical Support Agreement (November 2008)
- > Juris® Software Maintenance and Technical Support Agreement (Prior to November 2008)
- > LexisNexis® Digital Library Terms and Conditions
- > LexisNexis® Matthew Bender® Master Agreement
- > LexisNexis® Matthew Bender® print product
- > LexisNexis® Matthew Bender® CD product
- > LexisNexis Total Practice Advantage™
- > Professional Services Agreement
- > Software Policies and FAQ for Time Matters®, Billing Matters® and PCLaw®
- > Terms of Sale for PCLaw®, Time Matters® and Billing Matters®

## Terms & Conditions

Terms and Conditions of Use  
January 7, 2013

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4.4. You acknowledge and agree that your submitting Postings to this Web Site does not create any new or alter any existing relationship between you and Provider.

4.5. If you have submitted a photo to your profile on lawyers.com you agree that this photo may be included in the Interactive Areas, including with your Postings. If you have not submitted a photo then Provider may, but is not obligated to, display a stock photo or legal image with your Postings. You hereby consent to the use of such stock photos or images in the Interactive Areas.

4.6. By submitting Postings to this Web Site, you acknowledge and agree that Provider may create on its own ideas that may be, or may obtain submissions that may be, similar or identical to Postings you submit. You agree that you shall have no recourse against Provider for any alleged or actual infringement or misappropriation of any proprietary or other right in the Postings you provide to Provider.

4.7. Provider shall have the exclusive option to purchase from you and acquire all right, title and interest in any Postings containing patentable subject-matter that you submit to this Web Site. The option shall be exercisable by Provider from the date you submit such Posting until one year from that date. If Provider exercises its option under this section 4.6, you agree to accept payment in the amount of \$1,000.00 USD or value in kind at Provider's discretion as full and sufficient consideration for such purchase, and you agree to execute, acknowledge and deliver any and all instruments required to transfer legal ownership of Postings to Provider. Such instruments include, but are not limited to, assignments and declarations executed by you.

#### 4.8. Additional Intellectual Property Terms for Ask A Lawyer

4.8.1 Notwithstanding the licenses granted in these Terms of Use, Attorneys who participate in Ask A Lawyer ("AAL") agree that their Postings, and all intellectual property rights therein, including, without limitation, all copyrights and moral rights, (collectively, "IP Rights") will be owned exclusively by Provider. You agree that Provider has commissioned you to provide such Postings, and that the Postings are works made for hire. To the extent ownership of Your Postings does not vest in Provider as a work made for hire, you hereby assign to Provider all IP Rights in and to the Postings. You also agree to promptly execute, acknowledge, and deliver to Provider any additional assignments or other documents that may be reasonably requested by Provider to effectuate the intent of the foregoing sentences. You acknowledge and agree that Provider, its parent and affiliated companies and their licensees and assigns, may use the Postings in any manner that deems appropriate without any attribution or payment to you of any sort. This paragraph will survive any termination of your participation in AAL.

4.8.2 Provider grants you a nonexclusive, nontransferable limited license to use your Postings within your Social Media Syndication. Your Social Media Syndication includes your firm's website, blog, Facebook, LinkedIn, and Twitter accounts and may include any other appropriate social media site you use for professional purposes. This limited license refers to the specific content which represents the questions to which you responded via AAL and your Postings (the "Designated Content") under the following terms and conditions:

4.8.2.a. Each use of the Designated Content includes a hyperlink to the most recent AAL Q&A or other pages in AAL as designated by Provider, and

4.8.2.b. Each use of the Designated Content is solely for the purposes of promoting and marketing AAL and/or your contribution of the Designated Content (collectively the "Purpose").

4.8.2.c. The Marks, Link and Designated Content shall not be used in any media of or which benefits any Provider competitor.

4.8.2.d. You represent that (i) you shall comply with all policies and terms established by Provider for hyperlinking, use of Marks, or use of any Provider content, including the Designated Content including but not limited to Provider's positioning, messaging, and trademark and logo usage policies, as may be communicated from time to time; (ii) you shall only use the Mark provided to you by Provider according to these Terms Of Use, and you will not use any other mark without Provider's prior written consent; (iii) you shall not to create any combination mark with any Provider Mark; and (iv) you do not acquire any rights to Provider copyrights, marks, or any other intellectual property under these Terms of Use except the limited rights necessary to fulfill the Purpose for the service under these Terms of Use.

4.8.3. Provider may immediately terminate, in whole or with regard to a specific use, your license to use any Mark if Provider determines in its sole discretion that such use dilutes, diminishes, or blurs the value of the any of the Marks or does not comply with Provider's usage policies. Upon Provider's request you agree to remove the Designated Content, Marks and Links within 14 days of Provider's notice to you.

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14.1. You agree that your participation is as an unpaid, volunteer, and that the purpose of such participation is to provide public education on legal matters and to provide you and your firm national exposure. You may terminate your participation in AAL at any time for any reason or no reason by providing Provider with notice of termination at least three days prior to the effective date of termination at mhcr@martindale.com.

14.2. Your name will be associated with each of your Postings in AAL when one of your Responses is included in the "Most Recent Q&A" section of AAL. Each question and corresponding Response may be archived and searchable on AAL and in other site searches associated with Lawyers.com and Provider's media outlets. Visitors currently have the ability to view these archives, but such public access to the archives is not guaranteed. Provider, at its discretion, may associate your name with your archived Responses; however Provider is not required to do so.

14.3. You are prohibited from responding to questions via personal and professional email, telephone or otherwise. You will not directly contact visitors who post questions on AAL prior to posting your response on AAL and any contact should be in compliance with attorney ethics requirements. All Responses must be submitted through the Administrative Page.

14.4. You represent and warrant to Provider that (a) you will perform your duties for the Ask a Lawyer service in a highly professional manner, (b) except for public domain materials, your Responses will not infringe any third party rights, (c) your Responses will be your original work not previously published and will not contain libelous, obscene, or unlawful material, (d) the Responses will not invade anyone's privacy rights, and (e) your participation in the Ask a Lawyer service presents no conflicts of interest for you, and You assume all liability for any claims, suits, or grievances filed against you, including any and all damages related, due to your participation as a National Attorney Panelist.

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26. **Modifications to Terms of Use.** Provider reserves the right to change these Terms

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