

EXHIBIT 1

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

FERRIS & SALTER, P.C.,

Plaintiff,

v.

Case number 11-12448
Honorable Julian Abele Cook, Jr.

THOMSON REUTERS CORPORATION,
d/b/a FINDLAW,

Defendant.

ORDER

The Plaintiff, Ferris & Salter, P.C., commenced this action in the Washtenaw County Circuit Court of Michigan, in which it accused the Defendant, Thomson Reuters Corp., d/b/a FindLaw, of committing professional negligence. Thereafter, the Defendant caused the case to be removed to this Court on the basis of its diversity jurisdiction. 18 U.S.C. §§ 1441, 1332.

Currently before the Court is the Defendant's motion to dismiss this action, Fed. R. Civ. P. 12(b)(6) or, in the alternative, to transfer it to the United States District Court for the District of Minnesota pursuant to 18 U.S.C. § 1404(a).

I.

The Plaintiff is a personal injury law firm in Ann Arbor, Michigan, whereas the Defendant is a Canadian corporation with its principal place of business in New York. In September 2006, the parties entered into a contract whereby the Defendant agreed to provide the Plaintiff with website

development and internet advertising services in exchange for an agreed-upon compensation.¹ This contract was mutually extended by the parties with an addendum in June 2009. The original contract and the addendum contained forum selection clauses which designated the state and federal courts in Minnesota as the parties' chosen forums.

In its pleadings, the Plaintiff asserts that, throughout the duration of the parties' relationship, it maintained a web site which included an inquiry section through which potential clients could transmit e-mail inquiries to its partners. In addition, potential clients were directed to its web site from various web-based services for which the Plaintiff paid substantial sums of money. The Plaintiff also asserts that these e-mail inquiries resulted in the filing and the successful litigation of "numerous meritorious cases" and the generation of "hundreds of thousands of dollars in attorneys fees." (Pl.'s Resp. Br. at 1).

According to the parties' contract, the Defendant was obligated to host and provide related services for this web site. However, the Plaintiff proclaims that, in November 2008, the Defendant's "professional and technical employees and agents negligently destroyed the previous connection/link" that had directed web site inquiries to its e-mail accounts. (*Id.* at 2). This problem was not discovered for at least fifteen months, after which the Defendant found 730 e-mails that should have been - but were not - forwarded to the Plaintiff's e-mail accounts over that period of time. As a result of the Defendant's alleged negligence, the Plaintiff contends that it lost numerous

¹The Defendant alleges that the contract, to which reference was made hereinabove, was actually formed between the Plaintiff and the West Publishing Corporation ("West Publishing"), which is indirectly owned by the Defendant. West Publishing is a Minnesota corporation with its principal place of business in Minnesota. "FindLaw" is the brand name for the website development and internet advertising product that is the subject of the contract. For the purposes of the pending motion, the Court will not attempt to disentangle the relationships among these entities.

clients and hundreds of thousands of dollars in attorney fees.

II.

Relying on the forum selection clauses in the parties' contracts, the Defendant now moves to dismiss or transfer this action. In its opposition, the Plaintiff maintains that this is not an action for breach of contract, but rather for the tort of professional negligence. Thus, it maintains that this litigation is independent of the contracts between the parties, and, hence, the forum selection clauses therein are not applicable. Moreover, the Plaintiff submits that even if the rules of contract law did apply, a dismissal pursuant to a forum selection clause is improper in removed diversity actions, and a transfer pursuant to § 1404(a) would be inappropriate in this case. The Defendant vigorously disputes all of these arguments.

A.

The Court will first address the applicability of the forum selection clause to this lawsuit. According to the Plaintiff, Minnesota law provides that (1) a professional has a duty, independent of any contract, to exercise such care, skill, and diligence as a person in that position ordinarily exercises under the circumstances, *see City of Eveleth v. Ruble*, 225 N.W.2d 521, 524 (Minn. 1974), and (2) the computer engineers and technicians who severed the link fall within the definition of professionals, *see Piper Jaffray Cos. v. Nat'l Union Fire Ins. Co. of Pittsburgh*, 967 F. Supp. 1148, 1156 (D. Minn. 1997). In citing *Piper Jaffray*, the Plaintiff asserts that a "professional service, is one calling for specialized skill and knowledge in an occupation . . . [t]he skill required to perform a professional service is predominantly intellectual or mental rather than physical." (Pl.'s Resp. Br. at 3). However, the Defendant correctly points out that the Plaintiff has omitted language from this quotation which limits this definition to the context of a professional services exclusion

in an insurance policy. The Court agrees with the Defendant on this issue, and concludes that *Piper Jaffray* is inapplicable to this controversy. Furthermore, the Plaintiff has not provided any evidence that the courts in Minnesota would extend the cited *Piper Jaffray* definition by recognizing a professional negligence action against computer consultants and technicians.

More fundamentally, however, it is unclear to the Court why both parties assume that Minnesota law would be applicable if this dispute were, in fact, an independent tort action.² A federal court sitting in diversity applies the choice of law provisions of the forum state. *Klaxon Co. v. Stentor Electric Mfg. Co.*, 313 U.S. 487, 496 (1941); *NILAC Int'l Mktg. Grp. v. Ameritech Servs., Inc.*, 362 F.3d 354, 358 (6th Cir. 2004). In general, "Michigan choice of law provisions favor allowing Michigan residents to bring suit in Michigan courts under Michigan law." *Gass v. Marriott Hotel Servs., Inc.*, 558 F.3d 419, 425 (6th Cir. 2009) (citing *Olmstead v. Anderson*, 400 N.W.2d 292, 302-03 (1987)). Moreover, a tort claim filed in a Michigan court - even if the alleged tort took place in a different state - "will be governed by Michigan law unless a rational reason exists to displace it." *Id.* (citation and internal quotation marks omitted). Furthermore, the Plaintiff is a Michigan resident, and "[t]here is no forum-shopping concern when the forum is also the plaintiff's state of citizenship." *Olmstead*, 400 N.W.2d at 303. Neither party has presented - nor does the Court perceive - any justification for displacing the presumption that Michigan law should apply in tort actions filed in this state. Thus, the Plaintiff's reliance upon *Piper Jaffray* is dubious for two reasons. First, its selective quoting of the case obscures the context of the ultimate holding.

²The parties' contracts contain a choice of law provision which specifies that they will be governed by and construed according to Minnesota law. However, in light of the argument by the Plaintiff that the contracts between the parties are irrelevant to this purported tort action, it cannot rely on the choice of law provision therein.

Second, if this controversy were a tort action that is wholly independent of the parties' contracts, the law of Minnesota would be irrelevant.

There is no basis under Michigan law or, for that matter, in the vast majority of those states whose courts have considered the issue, to deem computer consultants and service providers professionals. *Heidtman Steel Prods., Inc. v. Compuware Corp.*, No. 3:97CV7389, 2000 WL 621144, at *14 (N.D. Ohio Feb. 15, 2000) (applying Michigan law and dismissing professional malpractice claim against computer consultant because “[t]here is no precedent in Michigan to recogniz[e] computer consultants as professionals”); *see also, e.g., Columbus McKinnon Corp. v. China Semiconductor Co.*, 867 F. Supp. 1173, 1182-83 (W.D.N.Y. 1994) (“There is no basis in law for extending the doctrine of professional malpractice to cover independent computer consultants. To lift the theory of malpractice from its narrow origin of personal, professional services to a lay patient or client and apply it to the law of commercial contracts would obfuscate the necessary boundaries of these two areas of law.”); *Racine Cnty v. Oracular Milwaukee, Inc.*, 767 N.W.2d 280, 286 (Wis. Ct. App. 2009), *aff’d on other grounds*, 781 N.W.2d 88 (Wis. 2010) (“We have found convincing explanations from well-respected treatises and persuasive on-point authority from other jurisdictions that convince us that computer consultants are not professionals as that term is used in the tort of professional negligence.”); *Rapidigm, Inc. v. ATM Mgmt. Servs., Inc.*, No. GD02-17261, 2003 WL 23146480 (Pa. Com. Pl. July 10, 2003) (“Most courts which have considered professional negligence claims raised against computer consultants have ruled that claims for economic loss should be governed only by contract law.”).

Thus, the Court concludes that - under Minnesota or Michigan law - no professional

negligence action will lie against computer engineers and technicians.³ Accordingly, the Plaintiff's complaint will be construed as if it had been plead in contract.

B.

Because the Court has rejected the Plaintiff's characterization of this action as a professional negligence action which is wholly independent of the contracts, the next question to be addressed is whether - and if so, by what mechanism - the forum selection clauses contained in the parties' contracts should be enforced. As an initial matter, the Court notes that it need not decide which state law applies to the contract because, for present purposes, the only law that applies is federal law. *Wong v. PartyGaming Ltd.*, 589 F.3d 821, 827-28 (6th Cir. 2009) (holding that, in diversity cases, enforceability of forum selection clause is matter of federal procedure and is thus governed by federal law). The initial contract provides, in relevant part, that:

This Agreement will be governed by and construed under the laws of the State of Minnesota, without regard to conflicts 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.

(FindLaw Client Development Services Agreement ("FCDSA") ¶ 23, Copy at Ex. A to Pl.'s Mot. to Dismiss).⁴ The addendum that extended the contract contained the following similar provision:

³In any event, even if a tort action would lie, that action - based upon the allegedly severed link to the Plaintiff's e-mail accounts - would still "aris[e] out of" the contracts, thus falling within the broad language of the forum selection clauses. *See infra*, Part II.B.

⁴The terms of the FCDSA are expressly incorporated into the parties' contract. (*See* "Acknowledgment of Contract" section of the FindLaw Client Development Services Order Form, Copy at Ex. A to Pl.'s Mot. to Dismiss). As mentioned earlier, the parties' contract also designates the Minnesota federal and state courts as the exclusive forum. (*See id.*, "General Provisions" section ("This Order Form is subject to approval by West [Publication] in St. Paul, Minnesota, and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement.")).

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.

(FindLaw Master Services Agreement (“FMSA”) ¶ 14.4, Copy at Ex. B to Pl.’s Mot. to Dismiss).⁵

Aside from an offhand reference to the clauses as “boilerplate language in [the] form contract used by [the Defendant] in all of internet development contracts” (Def.’s Br. at 3), the Plaintiff does not appear to argue that these clauses are invalid. Nor could it readily make this argument, in light of Supreme Court and Sixth Circuit precedent which establishes that forum selection clauses are prima facie valid and should be enforced unless an enforcement would be plainly unfair or unreasonable. *See, e.g., M/S Bremen v. Zapata Off-Shore Co.*, 407 U.S. 1, 10 (1972) (federal court sitting in admiralty); *Wong v. PartyGaming Ltd.*, 589 F.3d 821, 826-28 (6th Cir. 2009) (applying these principles in diversity context). Here, the Plaintiff does not argue - and there is no evidence to support a finding - that these clauses are invalid.

The question then arises as to the proper procedural mechanism to address and resolve a motion to enforce a forum selection clause. The Defendant has aptly noted that “[t]here has been much confusion in federal case law as to whether a motion to dismiss premised on an agreed-upon forum selection clause should be brought under Fed. R. Civ. P. 12(b)(2),⁶ (3), and/or (6), and

⁵The terms of the FMSA are expressly incorporated into the parties’ extended contract. (See “Acknowledgment of Contract” section of the FindLaw Order Form - Addendum, Copy at Ex. B to Pl.’s Mot. to Dismiss).

⁶It appears that most discussions have concerned Rules 12(b)(1), (3), and (6), and not, as Thomson states, (2), (3), and (6). *See, e.g., Sucampo Pharm., Inc. v. Astellas Pharm., Inc.*, 471 F.3d 544, 547-48 (4th Cir. 2006) (“Other circuits have characterized such motions as motions under Fed. R. Civ. P. 12(b)(1), (3), or (6).”).

whether an alternative motion to transfer should be brought under 28 U.S.C. § 1404(a) and/or § 1406(a).” (Def.’s Br. at 2). However, the Sixth Circuit has held that neither § 1406(a) (dismissal or transfer for improper venue) nor Rule 12(b)(3) (defense of improper venue) is an appropriate mechanism - at least where, as here, the action was commenced in a properly-venued state court and removed to the federal court which embraces the forum where the action was filed. 18 U.S.C. § 1441(a); *Kerobo v. S.W. Clean Fuels Corp.*, 285 F.3d 531, 535 (6th Cir. 2002) (motion to dismiss for improper venue inappropriate where venue is “proper” under relevant federal statutes); *but see, e.g., Lipcon v. Underwriters at Lloyd’s, London*, 148 F.3d 1285, 1289-90 (11th Cir. 1998) (rejecting Rules 12(b)(1) and (6) as bases for motion to dismiss based on forum selection clause and holding that such motions are properly brought under Rule 12(b)(3)). By the same logic, a valid forum selection clause would not divest a court of otherwise proper subject matter or personal jurisdiction. Thus, Rules 12(b)(1) and 12(b)(2) are also inappropriate. *See, e.g., Lipcon*, 148 F.3d at 1289 (“[M]otions to dismiss based upon forum-selection clauses ordinarily are not properly brought pursuant to Rule 12(b)(1), which permits motions to dismiss for lack of subject matter jurisdiction, because the basis upon which the defendants seek dismissal . . . is unrelated to the actual basis of federal subject matter jurisdiction . . .”).

Although the Sixth Circuit has not expressly held that a motion to dismiss under Rule 12(b)(6) is proper in these circumstances, it has strongly implied as much.⁷ In *Langley v. Prudential*

⁷Despite the Plaintiff’s assertion that *Kerobo* clearly held that a dismissal under Rule 12(b)(6) is improper in diversity cases involving a forum selection clause, this cited case did not, in fact, so hold. On the contrary, *Kerobo* held that a Rule 12(b)(3) dismissal for improper venue is inapplicable where venue is not, according to the relevant statute, improper. 285 F.3d at 535. Although Judge Bertelsman, in dissent, argued that the matter should not be dismissed for failure to state a claim under Rule 12(b)(6), *id.* at 540 (Bertelsman, J., dissenting), the majority did not consider - because it was not presented with - a motion to dismiss under Rule 12(b)(6).

Mortgage Capital Co., 546 F.3d 365 (6th Cir. 2008), the district court had not enforced a forum selection clause because it determined that the contract itself was invalid. The Sixth Circuit reversed, finding that the contract and the forum selection clause therein were valid and enforceable. Noting that the defendant had “not yet moved for enforcement of the clause through either a motion to transfer venue under 28 U.S.C. § 1404(a) or a motion to dismiss under Fed. R. Civ. P. 12(b)(6) for failure to state a claim,” *id.* at 369, the court remanded the case with an instruction to “entertain a motion to enforce the forum selection clause” under either of these provisions, *id.* at 366; *see also Sec. Watch, Inc. v. Sentinel Sys., Inc.*, 176 F.3d 369 (6th Cir. 1999) (in diversity action, affirming dismissal pursuant to unspecified Rule 12(b) motion due to valid forum selection clause). Moreover, the court noted that “[w]hether such a motion seeks transfer as opposed to dismissal may affect whether factors beyond the intent of the contracting parties may be taken into account by the district court.” *Id.* (distinguishing factors considered in Rule 12(b)(6) and § 1404(a) contexts). It seems highly improbable that the court would have remanded the case for consideration of an as-yet-unfiled Rule 12(b)(6) motion if it had considered such a motion to be an improper vehicle for enforcing the forum selection clause.

Therefore, the Court concludes that - pursuant to Sixth Circuit precedent - a dismissal under Rule 12(b)(6) is proper in these circumstances. Moreover, in light of the conclusion by this Court that the forum selection clauses here at issue are valid, these provisions will be enforced.

III.

For the reasons that have been set forth above, the Court grants the Defendant’s motion to dismiss (ECF No. 5), without prejudice to the Plaintiff’s ability to re-file this action in an appropriate forum.

IT IS SO ORDERED.

Date: October 19, 2011

s/Julian Abele Cook, Jr.
JULIAN ABELE COOK, JR.
U.S. District Court Judge

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing Order was served upon counsel of record via the Court's ECF System to their respective email addresses or First Class U.S. mail to the non-ECF participants on October 19, 2011

s/ Kay Doaks
Case Manager

EXHIBIT 2

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

FERRIS & SALTER, P.C.,

Plaintiff,

v.

CASE NO. 5:11-CV-12448-JAC-MJH

HON. JULIAN ABELE COOK, JR.

THOMSON REUTERS CORPORATION,
d/b/a FINDLAW,

Defendant.

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Attorneys for Defendant

**DECLARATION OF MICHAEL J. MOKOSAIK
IN SUPPORT OF DEFENDANT'S MOTION TO DISMISS OR,
IN THE ALTERNATIVE, TO TRANSFER TO THE
UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MINNESOTA**

Pursuant to 29 U.S.C., § 1746, Michael J. Mokosaik 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 Accounts Receivable Manager 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 indirectly owned by Thomson Reuters Corporation.
5. FindLaw is the brand name for a website development and design product offered by West Publishing Corporation.
6. On or about September 29, 2006, Plaintiff contracted with West to provide certain website hosting and related services. Attached as Exhibit “A” to this Declaration is a true and correct copy of the FindLaw Client Development Services Agreement dated September 29, 2006 associated with Plaintiff’s Account.
7. Plaintiff’s account was identified as West Account “1000004276”.
8. On or about June 15, 2009, Plaintiff executed an addendum to the September 29, 2006 contract to continue with FindLaw website hosting and related services for

an additional 12 month period. Attached as Exhibit "B" to this Declaration is a true and correct copy of the FindLaw Order Form – Addendum dated June 15, 2009 associated with Plaintiff's Account.

9. The development, design, optimization, implementation and management of Plaintiff's website was based at West's headquarters in Minnesota.
10. Potential witnesses include, but are not limited to website developers, designers, account managers, content writers, search engine optimization consultants, and project managers.
11. It is estimated that the number of witnesses may exceed twenty individuals and that the majority of those individuals are located in Minnesota.
12. Upon information and belief, there may be a number of former West/FindLaw employees with actual knowledge of Plaintiff's website and/or account.
13. Upon information and belief, the last known addresses for these former West employees were in Minnesota.

FURTHER AFFIANT SAYETH NOT.

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



MICHAEL J. MOKOSAİK

19,154,789.2\147928-00001

FindLaw Client Development Services Order Form



Required Order Information

Account # : 100004276	PO# :	Date : 9/29/06
Name/Subscriber : Ferris & Salter PC		
Address : 4158 Washtenaw Avenue	Telephone # : 734-677-2020	
City : Ann Arbor	State : MI	Zip Code : 48106
Order Confirmation Contact : Head, Salter Ferris	Order Confirmation E-Mail : ferrissalt@aol.com	
Bill To Address (if different) :	City :	State : Zip Code :
Bill To Account # (if different) :		
Submitting Rep Name : Johnson, Rob	Number : 0063374	Channel : PIC # : 062718668
Firm WLD ID : 1013348	Facsimile :	New Account : No
Existing customer requesting credit increase :	Existing customer with no account changes : X	
Existing customer with account changes :	Permanent name change:	Permanent Address Change : Additional Bill To:

Sub Mtrl #	Term (Mth)	Description	QTY	Monthly Charge	Discount	Total Monthly Charges	Maximum Second-Year Monthly Charge
40485592	24	FirmSite 444C (Program ID:CS02) Components	1	\$1,536.00	-25%	\$1,307.50	\$1,088.18
40485611	24	Accelerated Web pres	1				
40476628	24	Just Content IV - IMC	1				
40477193	24	FS IV: Firmsite IV (LC:1492,PC:134)	1				
40312836	24	Firm and Atty Profile:FNDLW Firm and Attorney Profile (Attorney Count 2)	1				
40485600	24	Knowledgebase Premium	1				
40477215	24	Search Mkt IV	1				
40261806	24	Presentation Pack III	1				
37005005	24	Firm Dir TS Ann Arbor Metro (MI)/Criminal Law (LC:1492,PC:57)	1	\$208.33			

Net Monthly Charges: **\$1,307.50**

Maximum Second-Year Monthly Charges: **\$1,088.18**

Firmsite IV

A. DEVELOPMENT OF FIRMSITE SERVICE INTERFACE

1. Development - West will develop Service Interface within a reasonable time after receipt of content. Upon request, West will provide Subscriber with a report of the progress of development.
2. Review - Subscriber will review and approve the Service interface within no more than ten (10) calendar days following West's notice to Subscriber of its completion. Subscriber is allowed one (1) revision, submitted as a single document or transmission before release of site.

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 100 pages (recommended pages include):
 1. Home Page
 2. Firm Overview Page
 3. Practice Area Section
 4. Attorney Bio Section
 5. Resource Links Page
 6. What's New Page
 7. Publications Section
 8. Newsletters Section
 9. Rep Clients Page
 10. Rep Cases Page
 11. Office Description Page
 12. Intake Form Page(s)



C. UPDATES

Updates shall be combined and sent to West in six (6) "batches" (submissions of replacement content) per quarter

D. DOMAIN NAME

West will register one (1) domain name for Subscriber as part of the FirmSite Client Development Service Agreement.

SECOND YEAR SERVICES

Guest Content IV - IMC

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 media 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.

Law Firm is strongly encouraged to supplement core data with additional Attorney Profile Information, submitted through any of the following:

E-mail: wd.update@thomson.com
 Fax: 1-800-362-6206

24 Month Service Charges

Subscriber agrees to commit to a minimum 24-month term. One-time charges, if any, will be billed in the first billing cycle. Net Monthly Charges will begin to occur on the date West processes Subscriber's order and will be billed for the first 12 calendar months of the term. During months 13 through 24, monthly charges will not exceed the Maximum Second-Year Monthly Charge. Following month 24, monthly charges will be billed at then-current FindLaw list prices until the Agreement is terminated in accordance with the FindLaw Client Development Services Agreement ("FCDSA"), the terms of which are hereby incorporated into this Order Form by reference.

Acknowledgement of Contract

The Agreement (which includes all Order Forms, Addenda, Amendments, and the FCDSA) 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 FCDSA and this Order Form, then the terms and conditions of this Order Form shall control. Subscriber, by its authorized representative's signature below, acknowledges its understanding and acceptance of the Agreement.

Signature: *Stefan Adams Ferris* Date: 9/29/06

Credit Card Transactions Only - Bill indicated credit card for: First-year charges (Prepay) Auto charge (EFT)+
 Visa Master Card Amex Card # _____ Expir. Date _____

*To make automatic monthly payments using a credit card, the Auto EFT Form must be submitted with this Order Form

General Provisions

This Order Form is subject to approval by West in St. Paul, Minnesota, and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. Sales, use, personal property, value added tax (VAT) or equivalent ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue open account charges. 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 if 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.

This Offer is valid for 30 days from configuration date.

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

Client Order Book of Confirmation # 111603
 FindLaw Client Development Services Agreement (377)

Please fax this order to 1-888-719-8803.

FindLaw Client Development Services Agreement

Agreement entered into between _____ ("Subscriber") and West, a Thomson business ("West") regarding various FindLaw Internet marketing services such as: or as identified on the "Order Form" as defined herein ("Services"), as follows:

1 DEFINITIONS

1.1 Content. "Content" means all information, including textual, graphic, video and audio materials provided by Subscriber to West under this Agreement for publication on or access through the Services. "Content" does not include any materials or data provided by West or a third party to which a hyperlink is provided from the Services.

1.2 Service Interface. "Service Interface" means the presentation and arrangement of the Content and all 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.

1.3 West Materials. "West Materials" means all utilities, tools and programs provided or developed by West under this Agreement that are used to facilitate creation, maintenance, storage and transmission of the Services.

2 SUBSCRIBER'S OBLIGATIONS

2.1 Designation of Contact. Subscriber will designate, on each Order Form, to which this Agreement is incorporated by reference and made a part of ("Order Form"), a person within its organization responsible for all interactions with West regarding the subject matter therein.

2.2 Delivery of the Content to West. Unless otherwise specified herein, Subscriber will deliver to West in electronic form (in any mutually agreeable program format) the Content for use in creating the Services ordered by Subscriber within seven (7) days of the effective date of this Agreement. Subscriber is solely responsible for obtaining all required licenses and permissions to provide and use the Content as contemplated herein.

2.3 Updates and Modifications. From time to time during the term of this Agreement, Subscriber may provide West with updated or additional Content in electronic form and will identify and notify West of obsolete Content to be deleted from the Services. Subject to any "Additional Charges" (as defined herein), Subscriber will conform with West's guidelines and requirements when updating and supplementing Content and requesting modifications to the Service Interface.

2.4 Grant of License. Subject to the terms of this Agreement, Subscriber grants West a non-exclusive, worldwide, fully paid-up, royalty free right and license to use, copy, encode, adapt, modify, alter, create derivative works from, store, archive, distribute, transmit, communicate, publicly display, and publish the Content, in whole or in part, through the Service Interface and other means in connection with any West product or service.

3 WEST'S OBLIGATIONS

West will, during the term of this Agreement, store the Content on its servers and develop a Service Interface as West deems necessary that allows Internet users to access the Content. West reserves the right to refuse, modify, substitute or remove any of the Content at any time and for any reason whatsoever, without limitation and regardless of whether it conforms to any specifications herein.

4 ADVERTISING AND PROMOTIONAL MATERIALS

Subscriber agrees to allow West to use Subscriber likenesses and information in advertising and promotional materials as West may determine. West will notify Subscriber of such advertising and promotional plans. If West does not receive written instruction from Subscriber within 72 hours of such notice indicating that Subscriber does not wish such use of likenesses and information by West, West may, at its sole discretion, proceed with such use in advertising and promotional materials.

5 WEST LEGAL DIRECTORY

If indicated on the Order Form, West will include Firm and Attorney Profiles for Subscriber in West Legal Directory, West's collection of law firm and attorney information ("WLD"), as a Service. Firm Profiles will be included only for physical locations maintained by Subscriber where Subscriber reasonably expects to furnish legal services in a substantial way on a regular and continuing basis. Upon request, Subscriber agrees to verify the accuracy of its WLD Profiles.

6 FINDLAW AND THIRD-PARTY TOPSPOTS, SPOTLIGHTS, SPONSORSHIPS AND LISTINGS

If indicated on the Order Form, West will include FindLaw TopSpots, Spotlights and Sponsorships, and third-party Listings and Sponsorships, as a Service. If such Services are indicated as pre-existing on the Order Form, West will lapse Subscriber's existing subscriptions for the indicated Service and reinstate that Service as a part of this Agreement. West reserves the right to substitute any such Service or component thereof with comparable FindLaw or third-party products or services. Subscriber acknowledges that West's obligations in fulfilling this Service are dependent on the existence of an active West Legal Directory Firm and Attorney Profiles subscription. Consequentially, Subscriber agrees to maintain a subscription to West Legal Directory Firm and Attorney Profiles or any alternate West service they are included with during the term of these Services.

7 FIRMSITE TERMS AND CONDITIONS

The following additional terms will apply exclusively to FirmSite related subscriptions ordered under this agreement:

7.1 Definitions. "FirmSite" means Subscriber's unique World Wide Web location at which Subscriber's Web site will be accessible to Internet users through the Service Interface. "End User Interface" means a specific type of Service Interface encompassing the presentation and arrangement of the Content and Content Builders and all associated elements, including but not limited to 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.

7.2 Domain Name Registration and Hosting. West will register and host one (1) unique domain name for Subscriber at no charge as a part of this Agreement. If Subscriber desires, West will register and host additional domain names for Subscriber. West will charge Subscriber a then-current annual fee for the registration or hosting of each additional domain name. If Subscriber has an existing domain name, Subscriber may request that West designate Subscriber's domain name as the address of Subscriber's FirmSite. While West can assist Subscriber in re-pointing a domain name from an existing Web site to the FirmSite, ultimate responsibility for this task lies with Subscriber and the host of the existing domain name. Upon termination of this Agreement, West will cease to host domain names for Subscriber. Upon written notice from Subscriber at termination, West will provide reasonable assistance in the transfer of ownership and re-pointing of domain names registered by West under this agreement. Subscriber is solely responsible for all actions and fees associated with transfer of ownership and re-pointing of Subscriber's domain names to an alternate DNS host.

7.3 End User Interface. Upon termination and written notice to West, Subscriber may elect a perpetual, non-exclusive, non-transferable, worldwide license, granted by West, to use the End User Interface for a one-time license fee of 4% of the FirmSite product list price, excluding add-ons (such as Content Builders). Such fee is payable to West upon the termination date. If Subscriber so elects, West shall forward to Subscriber all static files, including .HTM files, .JPG files and .GIF files, reflecting the state of the site at point the files were saved (excluding Content Builders content). Modification may be required for Subscriber's Web site to function properly on a third party vendor's servers. Thereafter West will no longer host Subscriber's FirmSite.

8 CONTENT SERVICES

The following additional terms will apply exclusively to Content services ordered under this agreement:

8.1 Definitions. "Content Builders" means a type of West Material consisting of various West and third party owned data, including but not limited to West services such as ENewsletters, KnowledgeBase Writing, Core Content, FindLaw News, FAQ Pack, Practice Centers and Practice Pages. "AMA Image" means a West Material consisting of a high resolution, West copyrighted, electronically watermarked anatomic illustration and its associated thumbnail, derived from the WestlawPRO® Attorneys Medical Advantage™ Library.

8.2 Content Builders. Subscriber is granted a non-exclusive, non-transferable, limited license to access, use and distribute Content Builders through the Service Interface or as otherwise indicated during the term of this Agreement. Subscriber may electronically redistribute unmodified, individual components of E-Newsletters. Subscriber may also personalize data from the KnowledgeBase Writing content of Content Builders for use in Subscriber's Service Interface. Any other use of Content Builders, without the written permission of West, is prohibited.

8.3 AMA Images. Subscribers that subscribe to West's Personal Injury Practice Center Service may elect a non-exclusive, non-transferable, limited license to publish one AMA Image through the Service's End User Interface. Such license is extended only for the purpose of marketing or providing existing or prospective clients with medical related legal information. Any other use of an AMA Image, without the prior written permission of West, is prohibited. AMA Images are an excluded add-on for purposes of Subscriber's End User Interface license option upon termination of the Personal Injury Practice Center Service subscription.

9 E-MAIL AND WORKSPACE TERMS AND CONDITIONS

The following additional terms will apply exclusively to West E-mail and Workspace related subscriptions ordered under this agreement:

9.1 Users. "Internal Users" means Subscriber partners, shareholders, members, associates, staff and employees. "External Users" means Subscriber clients, co-counsel, expert witnesses, and any independent contractors retained by Subscriber in its normal course of business. "Users" refers to Internal Users and External Users collectively. As between Subscriber and West, Subscriber is responsible for all acts and omissions of its users.

9.2 E-mail Service. If indicated on the order form, West will provide and Subscriber will accept e-mail outsourcing services for POP3 e-mail, which includes web mail service and 20MB storage per mailbox, standard web mail features, and access to a Mail Administration Center ("MAC"), as a Service. Under POP3 protocol, e-mail messages are transferred from mailboxes to the Internal User's workstation each time the mailbox is accessed; only e-mail that has not been viewed by the Internal User is stored in the mailbox. West will notify Internal Users when their mailbox approaches or exceeds the maximum storage limit. Thereafter, West may delete messages from any affected mailbox at West's sole discretion. The parties agree to work together in an expeditious manner to launch the e-mail messaging system through which West will provide the Service ("E-mail System"). Subscriber will provide West with all information and materials necessary to setup and launch the E-mail System, such as domain name, e-mail addresses and passwords. After West's initial setup and launch, Subscriber is responsible for modifications required to grant Internal Users access to the Service.

9.3 Workspace Service. If indicated on the order form, West will provide and Subscriber will accept West's set-up, hosting and services that allow Subscriber to deploy extranets with a maximum of 100MB of storage capacity for its Users. West grants each User a nonexclusive, nontransferable license solely to access and use the Service during the term of this Agreement. Such license does not include the right to copy, modify, decompile, or reverse engineer any software, the use of or access to which West may provide Subscriber as part of this Agreement. Such license grant shall terminate immediately upon User's ceasing to be included among the Users as described in Section 9.1 above. West will provide 2 hours of initial training and orientation to Subscriber Support Staff. Subscriber. West will perform standard maintenance on Workspace systems each Saturday from 2AM- 5AM CST, during which time the Service may be unavailable.

9.4 Acceptable Use Policy. The Service is provided pursuant to West's Acceptable Use Policy, which is hereby incorporated by reference. Subscriber warrants that it will access and make the Service available to Users for use in a manner consistent with the Acceptable Use Policy, and that it will notify each User of, and obtain binding consent to comply with, the restrictions of the Acceptable Use Policy and this Agreement prior to the User's initial use of the system.

9.5 Privacy and Confidential Information. West has a corporate policy of respecting Subscriber and User confidentiality and privacy, including communications through and Content within the Services. Each party agrees 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 or which could reasonably be considered of a proprietary or confidential nature ("Confidential Information"). All Confidential Information shall remain the property of the disclosing party. Upon any termination of this Agreement, the receiving party shall return all Confidential Information of the disclosing party, and all copies thereof, in the possession or control of the receiving party unless otherwise provided herein. The obligation of confidentiality shall not apply to information which is publicly available through authorized disclosure, is known by the receiving party at the time of disclosure as evidenced in writing, is rightfully obtained from a third party who has the right to disclose it, or which is required by law to be disclosed. West will access and disclose information only as necessary to comply with applicable laws and government and court orders, to provide the Services, to operate or maintain its systems, and to protect itself or Subscriber and Users. In the event that West is required to disclose Content or Confidential Information pursuant to a judicial or governmental order, or valid subpoena, West will promptly notify Subscriber of such disclosure in order to allow Subscriber the opportunity to intervene in response to such order or subpoena.

9.6 Suspension And Termination. If West becomes aware of or suspects any violation of this Agreement by Subscriber or Subscriber's Users, West first shall attempt to notify Subscriber and provide reasonable detail of such violation. The

parties shall use best efforts to promptly resolve the matter. However, West may immediately suspend or terminate the provision of Services to Subscriber or Users in the event of repeat violations or otherwise as reasonably necessary to protect West's Interests.

9.7 Modification of Services. West may, and reserves the right to, modify the features and functionality of its systems and services from time to time. However, West will not modify such features and functionality in a manner that would significantly affect Subscriber's use of or ability to use the Services without providing a minimum of 30 days prior notice to Subscriber of any such modification.

9.8 No Commercial Use. Subscriber will not resell, sublicense, make commercial use of, or otherwise generate income from the Services, other than making the services available to Users as permitted under this Agreement. Subscriber is not precluded from passing costs of User licenses on to its Users.

9.9 Support. Subscriber is responsible for direct support to its Users. West will provide telephone and Web-based support to Subscriber staff responsible for User and system support during normal business hours (8AM-5PM CST, M-F). West will use reasonable efforts to respond to requests for support by the next business day.

10 UNSOLICITED BULK COMMUNICATIONS

"Unsolicited Bulk Communications" means unsolicited advertisements or solicitations, commercial or otherwise, that are (a) sent through the Services or any component thereof, (b) sent from other networks and reference the Services or any component thereof as a means of contacting Subscriber, or (c) posted to any Usenet newsgroup or other online forum, reference the Services or any component thereof as a means of contacting Subscriber, and are deemed to be inappropriate according to the local ethical standards of that forum. Subscriber warrants that it will not distribute Unsolicited Bulk Communications. West may immediately disable Services to prevent or discontinue the distribution of or response from Unsolicited Bulk Communications, or to prevent any other abuse of or damage to its systems. In such event, West will notify Subscriber as soon as practical.

11 CHARGES AND PAYMENT

Subscriber agrees to pay West the charges ("Charges") set forth on the Order Form, as well as any additional charges ("Additional Charges") incurred in the consultation, design, updating, storage or transmission of the Services, including but not limited to reasonable expenses associated with travel to and from locations agreed to by the parties and procurement of software or materials necessitated by Subscriber's particular requirements. Charges will be billed on a monthly basis and Additional Charges will be billed within 30 days after such charges are incurred. Subscriber will pay all invoices in full within 30 days of receipt. If full payment of any Charges or Additional Charges is not made, Subscriber may thereafter be charged up to the maximum legal interest on any unpaid balance. All Charges and Additional Charges are exclusive of sales, use, ad valorem, value added tax (VAT), personal property and other applicable taxes, which are the responsibility of Subscriber. West reserves the right to apply a surcharge for international firms and firms requiring non-English language versions. Charges are subject to change upon 30 days prior written or online notice from West 12 months after the "Effective Date" (as defined herein).

12 TERM AND TERMINATION

12.1 Term. This Agreement will become effective upon approval by West in Eagan, Minnesota, ("Effective Date") and will continue in force until terminated by either party upon a minimum of 90 days prior written notice to the other party; provided, however, this Agreement may not be terminated prior to 12 months after the Effective Date.

12.2 Other Events of Termination. Notwithstanding the foregoing, either party may terminate this Agreement immediately upon giving notice of termination to the other party upon the occurrence of any of the following events: (i) the other party failing to cure a material breach hereof committed by it within 30 days after receiving written notice thereof; (ii) West ceasing to do business or to do business relevant hereunder (iii) Subscriber may terminate this Agreement immediately upon giving written notice of termination to West after receiving notice of an amendment (as permitted under Section 22 herein) which contains new terms that materially alter the terms of this Agreement and are unacceptable to Subscriber.

12.3 Obligations Upon Termination. Upon termination of this Agreement, Subscriber shall, at its expense, deliver to West any West Materials that are in its possession or under its control. Sections 12, 13, 14, 15, 16, 17, 22 and 23 hereof shall survive any termination of this Agreement.

13 OWNERSHIP

13.1 Ownership. Unless otherwise indicated on the Order Form, the parties agree that, as between Subscriber and West, (i) the Service Interface, West Materials and any derivative works or improvements created under this Agreement that are based on the Content are the exclusive property of West, and (ii) the Content is the

exclusive property of Subscriber or third party licensors. During the term of this Agreement and thereafter, neither party will disclose or provide to any third party, or otherwise use the property of the other party, except as expressly provided in this Agreement or as necessary for the parties to perform their obligations or exercise or enforce their rights hereunder.

13.2 West Legal Directory. Notwithstanding the foregoing, all Content submitted by Subscriber to West for inclusion in West Legal Directory ("WLD"), West's collection of law firm and attorney information that is accessible on the World Wide Web and through various West Services, shall become the property of West.

13.3 Trademarks and Logos. As a part of the Services, West may design a trademark or logo for Subscriber. In such event, it is Subscriber's obligation to ensure that any such trademark or logo does not infringe the intellectual property rights of any third party. Subscriber shall defend, indemnify and hold harmless West from and against any third party claims, actions, causes of action, liabilities, damages, costs, and expense, including attorney's fees, arising out of a breach of this obligation.

14 SUBSCRIBER REPRESENTATIONS AND WARRANTIES

Subscriber is solely responsible for any legal liability arising out of or relating to this Agreement. Subscriber represents and warrants to West that it has full power and authority to provide and use the Content as contemplated hereunder and that such provision and use of the Content does not and will not violate any copyrights, trade secrets or other proprietary rights of any third party or create any liability to any third party. Subscriber further warrants and represents that the Content does not contain any matter that is defamatory or which may cause injury or result in damage to any third party and that the Content does not contain any matter that is false or deceptive. Subscriber also represents and warrants that 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 shall be limited to legal services provided by Subscriber. 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 such representations or warranties.

15 DISCLAIMER OF WARRANTY

SUBSCRIBER ACKNOWLEDGES THAT CERTAIN SOFTWARE USED BY INTERNET USERS MAY NOT BE CAPABLE OF SUPPORTING CERTAIN FEATURES OR FUNCTIONALITIES 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.

16 LIMITATION OF LIABILITY

WEST'S, ITS AFFILIATES' AND ITS AGENTS' ENTIRE LIABILITY HEREUNDER, IF ANY, FOR ANY CLAIM FOR DAMAGES RELATING TO THIS AGREEMENT WHICH ARE MADE AGAINST THEM, 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.

17 LIMITATION OF CLAIMS

Except for claims relating to Charges or Additional Charges, 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 year after the basis for the claim becomes known to the party desiring to assert it.

18 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 or Subscriber's or any third party's hardware, software or communications equipment or facilities.

19 AGENCY

The parties to this Agreement are independent contractors. Neither party is an agent, representative or partner of the other party. Neither party shall have the right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership obligation or liability on either party.

20 ASSIGNMENT

Subscriber may not resell, assign or transfer any of its rights or obligations under this Agreement, in whole or in part, without West's prior written consent, and any attempt to so resell, assign or transfer will be null and void.

21 NOTICES

All notices hereunder must be given in writing to West at 610 Opperman Drive, Eagan, Minnesota 55123, Attention: FindLaw, and to Subscriber in writing or by email at the addresses set forth below, via facsimile at the number set forth below, or by such other means as the parties mutually agree.

22 ENTIRE AGREEMENT

This Agreement (which includes all current and future, Order Forms, and the like) embodies the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter hereof. Except as otherwise provided herein, West may amend the terms and conditions of this Agreement upon 30 days prior written or online notice. Any other Amendment must be in writing and signed by both parties.

23 GENERAL PROVISIONS

This Agreement will be governed by and construed under the laws of the State of Minnesota, without regard to conflicts 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. West may make credit investigations it deems appropriate including the request of a consumer credit report from a credit reporting agency on any individuals identified in this order form. If a 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. 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. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

FindLaw Order Form - Addendum

FindLaw®

Required Order Information

Account #: 1000004276	PO#: _____	Date: _____
Name/Subscriber: FERRIS & SALTER PC		
Address: 4158 WASHTEAW AVE	P.O. Box: _____	Telephone #: 0
City: ANN ARBOR	State: MI	Zip Code: 48108-1004
Designated Contact: _____		Designated Contact E-Mail: _____
Bill To Address (if different): _____	City: _____	State: _____ Zip Code: _____
Bill To Account # (if different): _____		
Submitting Rep Name: Peingo, Kelly	Number: 0111665	Channel: 01
Firm WLD ID: 1016346	Facsimile: _____	PIC 9.0 #: 091495608
Existing customer requesting credit increase: _____		Existing customer with no account changes: X
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 12 months, commencing simultaneously with the expiration of the preceding subscription term ("Addendum Effective Date"). Upon expiration of the 12-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.

Sub Material #	Description	QTY	Renewal List Price	Current Price	Percent Change	Net Monthly Charges
SAP Customer: 1000004276						
SD Doc#: 112292005 Line Item: 10						
37005004	FindLaw Directory Spotlight: Ann Arbor Metro (MI)/Personal Injury - Plaintiff (LC:1492, PC:111)	1	\$105.00	\$105.00	-15%	\$89.25
SD Doc#: 112292008 Line Item: 10						
37005004	FindLaw Directory Spotlight: Ann Arbor Metro (MI)/Medical Malpractice (LC:1492, PC:99)	1	\$80.00	\$80.00	-15%	\$68.00
SD Doc#: 113291174 Line Item: 20 Deal ID: 95530						
40485592	FirmSite 444C	1	\$1,226.00	\$1,105.20	-18%	\$908.28
Renewal Charges:						\$1,063.51

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/CM/servicesagreement.asp) and acknowledges its understanding and acceptance of the Agreement.

Signature: 	Date: 6/15/09
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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.fse-f@thomson.com

This Order Form will expire and will not be accepted after 05/28/2009 12:31:55 AM CDT.

FindLaw Order (PIC 9.0 # 091495608) configured by 0111665 for Terr # 0 on 05/29/2009 12:31:52 AM CDT

Page 1 of 2





FINDLAW MASTER SERVICES AGREEMENT

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

1 DEFINITIONS

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

2 SERVICES

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

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

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

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

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

3 SUBSCRIBER RESPONSIBILITIES

- 3.1 *Designated Contact and Cooperation.* Subscriber may identify on each Order Form a Designated Contact who will have authority (but not necessarily exclusive authority) to make decisions for Subscriber regarding issues such as design and content approval. Certain Services require collaboration between Subscriber and West, and Subscriber agrees to provide West the assistance, cooperation and information reasonably necessary for West to fulfill its obligations hereunder. Subscriber agrees that it will not compete with or disparage a West entity, or otherwise attempt to harm or interfere with West's business interests, during the Agreement term.
- 3.2 *Delivery of Content and Other Information to West.* Subscriber will provide to West, in any mutually agreeable electronic format, the Client-provided Content and other information necessary for West to deliver the Services. Subscriber's delivery of necessary content and/or information will be made within a commercially reasonable period, such that the development and release of the Services are not unreasonably delayed. Subscriber shall obtain all licenses and permissions needed to provide and use the Client-provided Content and information.
- 3.3 *Modifications of Content.* During the term of this Agreement, Subscriber may provide West with updated or additional Client-provided Content, in electronic format, to be incorporated into the Services. Subscriber will identify, and notify West of, obsolete Content to be deleted from the Services. Subscriber will conform with West's guidelines and product specifications when updating and supplementing Content and requesting modifications to the Service Interface.
- 3.4 *No Commercial Use.* Subscriber will not resell, sublicense, or otherwise generate income from the Services, other than making the Services available to Users as contemplated under this Agreement. Nothing in this Agreement shall preclude Subscriber from passing costs of user licenses onto its Users.
- 3.5 *Support.* While West will provide customer and technical support to Internal Users, Subscriber is responsible for providing any necessary administrative and technical support directly to its External Users.
- 3.6 *Acceptable Use Policy.* The Services are provided pursuant to West's Acceptable Use Policy (AUP), the terms of which may change from time to time and are hereby incorporated into this Agreement by reference. Subscriber warrants that it will use, and make the Services available to Users for use, in a manner consistent with the Acceptable Use Policy. Subscriber further warrants that it will notify each User of, and obtain binding consent to comply with, the terms of the Acceptable Use Policy and this Agreement prior to the User's initial use of the Services. The AUP may be accessed at www.lawyermarketing.com/CM/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 User violated the AUP; (ii) West has reason to believe that Subscriber or User is attempting to compete with, disparage or defame West; expose a West entity to legal liability; or otherwise act in a manner reasonably likely to harm West's business interests; or (iii) West ceases to do business relevant hereunder.

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

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

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

8 OWNERSHIP AND GRANTS OF LICENSE

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

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

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

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

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

9 SUBSCRIBER REPRESENTATIONS AND WARRANTIES

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

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

10 WEST REPRESENTATIONS AND WARRANTIES

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

11 DISCLAIMER OF WARRANTY

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

12 LIMITATION OF LIABILITY

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

13 LIMITATION OF CLAIMS

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

14 GENERAL PROVISIONS

14.1 *Entire Agreement.* This Agreement, together with any and all current and future Order Forms, embodies the entire understanding between the parties and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter hereof. By entering into this Agreement, Subscriber acknowledges that it is not relying on any statement, written or verbal, that is inconsistent with, or not set forth in, the Agreement. From time to time, West may need to amend, add, or delete Agreement terms to address sudden technological, operational, or regulatory changes affecting delivery of the Services. Therefore, notwithstanding anything to the contrary herein, Subscriber agrees that West may amend the Agreement terms and conditions, subject to the Subscriber's termination right set forth in Section 7.2.3. Any other amendment to the Agreement terms must be documented in a separate addendum signed by both parties. The Agreement terms and conditions, and any revisions thereto, may be accessed at www.lawyermarketing.com/CM/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. 6/2009

EXHIBIT 3

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WASHTENAW

FERRIS & SALTER, P.C.

Plaintiffs,

Donald E. Shelton

v.

Honorable
File No. 11- 478 -NO

THOMSON REUTERS CORPORATION, d/b/a
FINDLAW.

Defendants.

Don Ferris P26436
Ferris & Salter, P.C.
Attorney for Plaintiffs
4158 Washtenaw Avenue
Ann Arbor, MI 48108
734/677-2020

COMPLAINT

Plaintiff FERRIS & SALTER, P.C., by and through their attorneys Ferris & Salter, P.C., says:

COMMON ALLEGATIONS

1. Plaintiff is a law firm, and Michigan professional corporation located in Washtenaw County, Michigan.
2. Plaintiff's partners and principals are Don Ferris and Heidi Salter-Ferris.
3. Plaintiff specializes in the practice of plaintiff's personal injury law, medical malpractice, wrongful death, automobile negligence, birth trauma, premises liability, legal malpractice, and criminal defense – both state and federal.

4. Defendant Thomson Reuters is a corporation located at 3 Times Square, New York, New York. FindLaw is part of the Thomson Reuters Business of Law group.

5. Part of FindLaw's business is to provide professional services calling for specialized skill and knowledge in designing, re-designing, and hosting websites for law firms.

6. Defendant regularly does business in Washtenaw County, having an office in Washtenaw County since 1979. Its current office is located at 777. E. Eisenhower Parkway, Ann Arbor 48108 and has approximately 1800 employees at its Washtenaw County Office.

7. The amount in controversy exceeds \$25,000, exclusive of interest, costs, and attorneys fees.

COUNT I--PROFESSIONAL NEGLIGENCE

8. Paragraphs 1 through 7 are incorporated by reference.

9. For many years prior to 2008, Plaintiff had a website, Ferris-Salter.com, with an inquiry section for clients to send e-mail/inquiries to Don Ferris and Heidi Salter-Ferris concerning plaintiff's personal injury claims.

10. From its website, Plaintiff received hundreds of inquiries each year, resulting in numerous meritorious cases being filed, and successfully litigated, with hundreds of thousands of dollars in attorneys fees being generated for Plaintiff and its principals..

11. During this same period prior to 2008, Plaintiff paid thousands of dollars to web-based services which specialized in directing cases to its subscribing law firms. Among these services were medicalmalpractice.com, lawyers.com, druglitigationlawyers.com, ExpertHub.com, Lawfirms.com, and LeadManager@SWIDigital.com.

12. These services directed hundreds of e-mail inquiries to Plaintiff's website each year, resulting in numerous meritorious cases being filed, and successfully litigated, with hundreds of thousands of dollars in attorneys fees being generated for Plaintiff and its principals.

13. In November, 2008, Plaintiff hired Defendant to provide professional services to optimize Plaintiff's website, and to host its website.

14. In performing these services, in November, 2008, Defendant's professional and technical employees and agents negligently destroyed the previous connection/link between Plaintiff's web-site inquiry section and Plaintiff's e-mails, which was in existence before Plaintiff hired Defendant.

15. Defendant did not repair the connection/link until February, 2010.

16. Defendant has admitted in writing to negligently causing this error.

17. As a direct and proximate result of Defendant's employees' and agents' negligence in destroying the website-email connection/link for over 15 months, Plaintiff failed to receive approximately 730 case inquiries from Plaintiff's inquiry section in its website, and inquiries from medicalmalpractice.com, lawyers.com, druglitigationlawyers.com, ExpertHub.com, Lawfirms.com, and LeadManager@SWIDigital.com.

18. During this 15 month period, Plaintiff paid the previously listed services thousands of dollars for the case inquiries/leads which Plaintiff never received because of Defendant's agents' negligence.

19. As a direct and proximate result of Defendant's employees' and agents' negligence in destroying the connection/link for over 15 months, Plaintiff lost numerous clients with meritorious cases, and lost hundreds of thousands of dollars in attorney's fees.

WHEREFORE, Plaintiff demands judgment in whatever amount it is found to be entitled over Twenty Five Thousand Dollars (\$25,000), plus costs, interest, and attorneys fees.

Dated: May 1, 2011



DON FERRIS P26436
FERRIS & SALTER, P.C.
Attorney for Plaintiffs
4158 Washtenaw Ave.
Ann Arbor, MI 48108
313/677-2020