



**Terms and Conditions – Services Agreement**

**Part B: ADDITIONAL TERMS AND CONDITIONS:**

Client, by signing this Services Agreement, agrees to the following Terms and Conditions. The Agreement (which includes all Order Forms, 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 Agreement and any Order Form Addendum, then the terms and conditions of this Order Form Addendum shall control.

All notices to SLW, including notice of termination pursuant to this Agreement, must be submitted in writing to:

Strategic Legal Web, Attn: Account Management, P.O. Box 4211  
Boynton Beach FL 33424.

**I DEFINITIONS**

1.1 "Client-provided Content" means all information, including, but not limited to, textual, graphic, video and audio materials, provided by Client to SLW under this Agreement for publication on or access through the Services.

1.2 "Content" means both "Client-provided Content" and "Custom Content," but does not include any "SLW Content" as defined herein.

1.3 "Custom Content" means all written, audio or video works created by SLW specifically for Client and provided to Client as work for hire under the Copyright Act of 1976.

1.4 "Designated Contact" means a member of Client's organization, designated by Client, who is primarily responsible for interactions with SLW regarding the Services.

1.5 "External Users" means Client's clients, prospective clients, co-counsel, expert witnesses, and any independent contractors or other third parties retained by Client in its normal course of business.

1.6 "BrandSite" means a Web site developed by SLW and licensed to Client pursuant to an Order Form.

1.9 "Internal Users" means Client's partners, shareholders, members, contractors, agents, associates, staff and employees.

1.10 "Services" means those SLW 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.

1.11 "Client" means the individual or entity identified on the Order Form as the Client.

1.12 "Users" refers to Internal Users and External Users collectively.

1.13 "SLW" means A Pivotal Strategies Consultancy Corp., d/b/s Strategic Legal Web.

1.14 "SLW Content" means any SLW-owned content or third-party materials licensed by SLW, including, but not limited to, any stock

images, letter or word marks created by SLW for Client, and third-party owned content to which a hyperlink is provided from the Services. SLW Content includes, but is not limited to, FAQs, e-Newsletters, Practice Pages, and Practice Centers.

1.15 "SLW Materials" means all utilities, tools and programs provided or developed by SLW 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. SLW shall provide Client the Services identified on the Order Form. SLW 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 SLW modifies a Service's standard specifications in a manner that materially alters the nature of the Service, in SLW's sole reasonable discretion, then SLW will provide a minimum of thirty (30) days notice to Client of such modification, and Client shall have a right to terminate the affected Service as provided in Section 7.2.3.

2.2 Disallowed Content. SLW 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 SLW's search engine optimization practices; or (iii) defame, expose to legal liability, or otherwise harm SLW or its affiliates.

2.3 Staffing. SLW shall have sole discretion in the manner of producing and delivering Services to Client; provided, however, that SLW shall be responsible for the performance of any subcontractor.

**3. CLIENT RESPONSIBILITIES**

3.1 Designated Contact and Cooperation. Client may identify on each Order Form a Designated Contact who will have authority (but not necessarily exclusive authority) to make decisions for Client regarding issues such as design and content approval. Certain Services require collaboration between Client and SLW, and Client agrees to provide SLW the assistance, cooperation and information reasonably necessary for SLW to fulfill its obligations hereunder. Client agrees that it will not compete with or disparage a SLW entity, or otherwise attempt to harm or interfere with SLW's business interests, during the Agreement term.

3.2 Delivery of Content and Other Information to SLW. Client will provide to SLW, in any mutually agreeable electronic format, the Client-provided Content and other information necessary for SLW to deliver the Services. Client'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. Client 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, Client may provide SLW with updated or additional Client-provided Content, in electronic format, to be incorporated into the Services. Client will identify, and notify SLW of, obsolete Content to be deleted from the Services. Client will conform with SLW's guidelines and product specifications when updating and supplementing Content and requesting modifications to Client's interface.

3.4 No Commercial Use. Client will not resell, sublicense, or otherwise generate income from the Services, other than making the Services



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available to Users as contemplated under this Agreement. Nothing in this Agreement shall preclude Client from passing costs of user licenses onto its Users.

**3.5 Support.** While SLW will provide customer and technical support to Internal Users, Client 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 SLW's Acceptable Use Policy (AUP) as stated herein, or as supplemented by notice posted on SLW's website. Upon written notice by SLW to Client, SLW may incorporate the terms of the AUP into this Agreement by reference. If Client disapproves of the AUP within 30 days of such written notice of incorporation, then Client may terminate this Agreement. Client warrants that it will use, and make the Services available to Users for use, in a manner consistent with the Acceptable Use Policy. Client 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.

### **4. SLW RESPONSIBILITIES**

**4.1 Delivery of Services to Client:** During the term of this Agreement, SLW will deliver the Services identified on the Order Form in a commercially reasonable manner and without undue delay.

**4.2 Support and Service Level.** SLW will provide telephone and Web-based support to Client staff responsible for User and Service support during normal SLW business hours (8AM-5PM, M-F). SLW 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, SLW and Client 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.** Client agrees to pay SLW the charges ("Charges") set forth on the Order Form. Charges do not include applicable taxes. Client 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 Client uses any third party provided feature or service contrary to the specifications indicated on the Order Form or in this Agreement, then SLW may, at its option, immediately suspend or

terminate the feature or service, and Client 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. BrandSites). 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. Client 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, Client 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 Client 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.

**7.1.2** After the initial term of this Agreement.

**7.2 Other Events of Termination.**

**7.2.1 By Either Party.** Notwithstanding the foregoing, either Client or SLW 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 SLW.** SLW may immediately terminate one or more Services if (i) SLW has reason to believe Client or a User violated the AUP; (ii) SLW has reason to believe that Client or User is attempting to compete with, disparage or defame SLW; expose a SLW entity to legal liability; or otherwise act in a manner reasonably likely to harm SLW's business interests; (iii) BrandSite development is made impracticable or is delayed for at least thirty (30) days as a result of a third party's action, such as a claim of infringement, failure to turn over Content, or failure to transfer a domain name; or (iv) SLW ceases to do business relevant hereunder.

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

**7.3 Rights Upon Default.** SLW reserves the right to reject Client's order for any Services, suspend current Services, or terminate this Agreement as provided for in Section 7.2 if Client has breached any SLW agreement. In the event of Client's breach, SLW reserves the right to suspend all Services until Client cures the breach. Suspension of



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Services due to breach shall not relieve Client 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, Client shall (i) at its expense, deliver to SLW any SLW Materials or SLW Content in its possession or under its control; (ii) pay all due and outstanding Charges; and (iii) cease and desist from using SLW Content, any BrandSite element not specifically licensed by SLW to Client pursuant to Section 8.3 herein, and any other intellectual property of a SLW entity or third party licensor.

**8. OWNERSHIP AND GRANTS OF LICENSE**

**8.1 Ownership.** The parties agree that, as between Client and SLW, (i) the Client Interface, SLW Materials, SLW Content and any improvements thereto created under this Agreement are the exclusive property of SLW, and (ii) the Content is the exclusive property of Client. 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.** Client grants SLW 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. Client further agrees that SLW 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, SLW grants Client a non-exclusive, non-transferable, limited license to access, use and distribute applicable SLW Content through the Client interface.

**8.3 BrandSite End User Interface (EUI).** Within sixty (60) days following the Agreement's expiration, Client may purchase a perpetual, non-exclusive, non-transferable, worldwide license to use the BrandSite EUI. The one-time EUI license fee for BrandSites, after full payment of the initial term fee set forth herein, is \$10.00. Payment for any EUI license provided hereunder must be received by SLW on or before delivery of the EUI to Client. SLW will deliver the EUI on a disk (or a similar medium as technology changes), which will include static files (e.g. .html, .jpg, and .gif files) reflecting the state of the BrandSite when the files were last saved, but the EUI will not include working files (e.g. Photoshop, Flash, etc.), third-party content or images, SLW Content, or search engine optimization beyond keywords included in the Custom Content. Modification by Client may be required for the EUI to function properly on a third party's servers. Upon expiration or termination of the Agreement, SLW will no longer host Client's BrandSite. Notwithstanding anything to the contrary herein, SLW may reject Client's order for an EUI license if Client has failed to satisfy the terms of this Agreement or is otherwise in default on any SLW account.

**8.4 Domain Names.** If SLW registers a domain name for Client in the course of delivering a Service, then SLW will maintain such domain name registration on Client's behalf during the term the Service is provided. Upon receiving Client's written request at the end of the term, SLW will provide Client reasonable assistance in transferring the domain name registration to Client and/or re-pointing the domain name to a third-party host. Client is solely responsible for any costs associated with transferring registration and re-pointing the domain name to a third-party host. SLW shall have no other obligation or liability with

respect to Client's domain name. If Client chooses to use an existing domain name as part of a BrandSite, SLW will provide Client reasonable assistance in re-pointing the domain name to the BrandSite. However, responsibility for re-pointing the domain name lies with Client and the third-party domain name host.

**9. CLIENT REPRESENTATIONS AND WARRANTIES**

Client is solely responsible for its acts or omissions relating to this Agreement and the acts or omissions of its Users. Client represents and warrants to SLW 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 SLW 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 SLW 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 Client; and (v) if it agrees to SLW's distribution of Content to a third-party, or if as part of this Agreement it subscribes to a service identified as being provided by a third party or consisting of third-party software, then Client agrees to comply with all third-party terms of service. Client acknowledges that any breach of its representations or warranties herein is a material breach of this Agreement. Client shall defend, indemnify and hold harmless SLW 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. SLW REPRESENTATIONS AND WARRANTIES**

SLW represents and warrants to Client 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 Client. Client acknowledges and agrees that SLW has made no guarantees, representations or warranties to Client 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**

CLIENT ACKNOWLEDGES THAT CERTAIN SOFTWARE USED BY INTERNET USERS MAY NOT BE CAPABLE OF SUPPORTING CERTAIN FEATURES OR FUNCTIONALITY WHICH MAY BE INCLUDED IN SERVICES. SLW 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 SLW'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.



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NEITHER SLW 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**

SLW'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 CLIENT RELATIVE TO THE PERIOD OF OCCURRENCE OF THE EVENTS WHICH ARE THE BASIS OF THE CLAIM. IN NO EVENT WILL SLW, 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 CLIENT'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 SLW relating to Charges owed by the Client, 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, Client 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, SLW 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, Client agrees that SLW may amend the Agreement terms and conditions, subject to the Client'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.

**14.2 Relationship of Parties.** SLW and Client 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 Client and SLW. Client acknowledges that SLW provides Services to law firms throughout the world, and Client agrees that nothing herein grants Client an exclusive right to receive Services from SLW. Client agrees that SLW may provide Services to Client's potential or actual competitors, and such provision of Services does not give rise to a conflict of interest.

**14.3 Assignment.** SLW and Client'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, SLW may, upon written notice to Client, 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 SLW, in each case without the Client's consent.

**14.4 Governing Law and Venue.** This Agreement is governed by and shall be construed under the laws of the State of Florida, without regard to conflict of law provisions. The parties agree that the state and federal courts sitting in West Palm Beach, Florida 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.** SLW 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 SLW'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 SLW hereunder must be submitted in writing to: Strategic Legal Web, Attn: Account Management, P.O. Box 4211 Boynton Beach FL 33424.

Except as otherwise set forth herein, notices to Client will be provided in writing, based upon contact information set forth on the Order Form. Notices shall be deemed delivered upon mailing.

**14.7 Headings; Counterparts.** The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

**14.8 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.

**14.9 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. 02/2023