

This agreement defines the terms of your LawLytics Membership and use of the LawLytics software. LawLytics Membership and service are subject to the following terms of service. If you have questions about the following Terms of Service, please call us at 800-713-0161 or email support@lawlytics.com.

LawLytics Terms of Service, Updated March 20, 2019.

LawLytics, including our infrastructure, control panel, websites, coaching, support, and network (collectively referred to as “**Service**” or “**Membership**”) are all services of LawLytics, Inc., a Delaware Corporation (formerly MarLytics LLC dba LawLytics) (“**LawLytics**”, “**our**”, or “**we**”). By using the Services, the LawLytics Membership account owner and/or user (“**you**” or “**your law firm**”) agree to the following terms and conditions (“**Terms of Service**”).

The internet is constantly evolving and we are continually working to improve our services to better serve the law firms that entrust their marketing infrastructure to us. As a LawLytics Customer (also referred to as “Member”), you get the benefit of all software, infrastructure, and security upgrades, delivered automatically to your control panel. You’ll always have the latest version of our software. Because our services continually improve and evolve, we reserve the right to update and change these Terms of Service periodically. Any new features that we add to the current Service will be subject to the Terms of Service. Continued use of the Service after any changes will constitute your consent to the changes. You can review the current version of the Terms of Service at any time by logging into the LawLytics control panel and clicking on the “Terms” link at the bottom. The effective date of the Terms of Service is always listed at the top.

Law Firms Only. We work exclusively with law firms. In order to join LawLytics you must be a member of a law firm.

Membership Overview. We take pride in providing attorneys a valuable service at a fair price. We charge a monthly Membership fee of \$200 per website (the “**Membership Fee**”), plus a one-time setup fee (“**Setup Fee**”, further defined below) for each website as designated at the time of sale. Throughout this agreement, use of the terms “website” and “site” will refer to a Lawlytics-powered websites unless otherwise noted. When you first sign up, you will immediately be charged for the Setup Fee along with the first month’s Membership Fee, and then our system automatically bills your monthly Membership Fee on an ongoing monthly basis thereafter. Your Membership is month-to-month and you may discontinue service at any time without penalty or further obligation.

The Setup Fee. The Setup Fee includes the following:

Website Styling: We will style one LawLytics website for you (“**Website Styling**”). You will choose a template, color palette, and images from our available selection. We will provide you with guidance in making your choices. Once you make your choices, we will create the site. The Setup Fee includes one optional round of revisions of colors and images.

Optional Logo creation: If requested concurrently with your Website Styling, we will create one logo for you, from our inventory of template-based logos. The Setup Fee includes one optional round of logo revisions. If you want a custom logo built from scratch for your law firm, we can provide you a quote during the Setup Process, or any time thereafter. You may also use your existing logo in your LawLytics website.

Content Entry: While we are building your website before it goes live on the internet, we will populate your site with filler text consisting of gibberish words so that you can envision how the site will look without worrying about what the content says. After you approve your design, we will, at your request, enter any content that you provide to us until your site is launched, after which we will support your efforts to enter your own content as you create it.

Content Import: The Setup Fee includes optional content migration from an existing site into the LawLytics system and your LawLytics website. The Setup Fee includes importing up to 50 pages of an existing website for you. Beyond the first 50 pages, you will be charged \$3 per page for imports that we do for you. Potential import charges are subject to your approval. Once approved, the extra cost for importing website pages will be added to your next monthly Membership Fee payment.

The Membership Fee. Your law firm's monthly Membership is designed to provide you with the core infrastructure, support, and expertise necessary for you to grow your website marketing without proportionally expanding overhead or spending your valuable time on technical details. The monthly Membership Fee is \$200 per month per website.

Timing of Payments. Each month is paid in advance for the month to come. You will be billed automatically by our billing system on the same day each month, corresponding to the day of the month you signed up. For example, if you sign up on November 7th, you'll be billed your Membership Fee every month on the 7th. Payment is not contingent on the launch of your website or websites, nor on any other event, and starts immediately upon registration and continues monthly thereafter for the duration of your Membership.

Access and Updates. Your monthly Membership entitles you to unlimited access to and use of the LawLytics system, including the ability to add unlimited users, pages, blog posts, attorneys, case results, recommendations, and maps to your website. You may also add as many of your own images, videos, and documents as you like by dragging them into your LawLytics media library on your website.

Hosting, Security, and Backups. We also take care of hosting, security, and backups for you. Your site and content are completely backed up every night.

Support and Guidance. Whenever you want to discuss strategy, get training on how to use the system, or get technical support, your Membership entitles you to consult with us. We're here to help you achieve your firm's potential.

Payments. Our system requires a valid credit card to complete the signup process. Our system will bill you for your monthly Membership Fee on the regularly scheduled day each month and will email you to notify you of successful payment. If the credit card doesn't work, the system will send you an email message with a link to update your card. It will then try again every 5 days for 15 days, notifying you each time the card is declined. If your account is not paid by the attempt on the 15th day after payment is due, our system will send you an email notifying you that your account is temporarily suspended and will automatically suspend your account. In the event that this happens, your account can be immediately reactivated by entering a valid credit card number. None of your data will be lost, as long as your account is restored within two years from the date of the suspension. We understand that sometimes small law firms have business hiccups, and we want to help you succeed. To that end, we will work with you to avoid any service interruptions due to credit card issues, and may, at our discretion, extend the time to pay for up to one month. If you need extra time to pay in any given month, please let us know by emailing billing@lawlytics.com upon receipt of the first declined card notice.

Upgrading or Downgrading Plans. With LawLytics, you can have a single website or many. You may add a website any time during the month. You won't be charged a Membership Fee for the additional site until your next regular billing day. You will, however, be charged any agreed Setup Fee for the new site(s) immediately. If you downgrade by removing a site, you simply will not be billed again for that site. For example, if you had two sites and were billed \$400 on April 7th, and then decided to consolidate your two sites into one on April 25th, your next charge, on May 7th, would reflect one site. To upgrade your account by adding a new site or sites, call us or email support@lawlytics.com. To downgrade your account by removing a site or sites, call us or email support@lawlytics.com.

Canceling Your Membership. Your LawLytics Membership is month-to-month (unless you have arranged to pay for services in advance), and you may cancel at any time without penalty. To cancel, send an email to support@lawlytics.com stating that you would like to cancel your account. We will then follow up with a phone call to confirm your request. Please note that we will need to connect with you on the phone to confirm your request in order to verify your identity and ownership of the account, and arrange for a smooth shutdown or transition to another system. When you cancel your membership, you may choose to keep your account active through the end of your prepaid billing period, or request that we take the site offline immediately. All prepaid membership fees are non-refundable. If you choose to move away from the LawLytics platform, you may take all of your content with you, including all images, videos, and audio files from your site that you own and any logo that we created for you. You may not use any of the code that powers or structures your website within the LawLytics system outside of LawLytics, as that code remains proprietary and the intellectual property of LawLytics. Upon deactivation of your account, all LawLytics services, including DNS service, will go into an inactive state and will cease to function unless your account is reactivated.

Reactivating Cancelled Membership. We realize that law firms may cancel their service for a variety of reasons and may wish to return in the future. If you cancel your account, we will preserve your data as you left it for a period of two years from the last date of service. Your account may be resumed at any time. To reactivate a closed account, call us or email your request to

support@lawlytics.com. A one-time account reactivation fee of \$500 may apply. Any time during which your account is cancelled does not accrue towards the two-year design refresh, but when your account is reactivated any time that you have previously accrued towards a free two-year design refresh will be reinstated. If you don't want your data preserved in our systems of the two year period, let us know and we will purge it. After your data is purged, your account may not be reactivated or recovered, and, in the event that you decide to return to LawLytics, you will need to start with a new account.

Unlimited Users. You may have an unlimited number of users on your LawLytics account. You may limit users to certain areas of your account. For example, you may limit a summer associate to just blogging and prevent access to modify your website or view your leads.

Responsibility for Content. The primary account holder (the person who originally registers the LawLytics account) is responsible for all content posted and activity that occurs under your account (even when content is posted by others to whom you have given access to your account). We encourage you to periodically audit the content on your site(s) to make sure that it is appropriate and ethics-compliant. You are responsible for assuring that all content authored by users on your account complies with relevant advertising provisions of your jurisdiction's regulations. In short, you agree to review all materials posted on your firm's website(s) and blogs, and you assume full responsibility for all content.

The Setup Process. The "Setup Process" is the work done between the beginning of your Lawlytics Membership and the launch of your website, and concludes when your LawLytics powered website is publicly viewable on the internet. The Setup Process is dependent on your cooperation and your collaboration. Any time estimates that we may give you for the launch of your website presume that you answer our questions by returning phone calls or emails within one business day, that you accept the design of your website with no more than one round of revisions, and that you have the login information for the registrar account in which your domain name resides (which is necessary to make your website "go live" on the internet).

Let's Keep It Legal. We know we're probably preaching to the choir here, but you may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction(s) (including but not limited to copyright laws).

Stealing, Borrowing or Plagiarizing. We have a strict policy against posting scraped, stolen, or protected materials unless you own the copyright or have the express permission of the copyright holder. You avow that any pictures, video, and audio you post are yours to use (be very careful of posting images that you're not sure about, especially images that may have come from stock photo companies). You agree to indemnify us, defend us, and hold us harmless against claims and damages from any breach or alleged breach of copyright, trademark, patent, etc. resulting from actual or alleged misuse (intentional or inadvertent) of prohibited or protected materials. This includes any content that we either import into your site for you, at your request, or that we assist you in importing at your request. If we are importing an existing site for you, you avow that all images, text, audio files, video files, and all other information on the site are yours to use and

understand that we may import any and all images on your existing site unless we receive written notice from you, prior to importing the site, that specifies images that should not be imported.

Civility. No scammers, spammers, pornography, gambling, or malware are allowed on the LawLytics platform. This is to protect you and your law firm. We reserve the right to remove any material that is offensive or illegal, including but not limited to pornography, gratuitously violent images, hate words, and “fighting words” used for the purpose of inciting hate or violence, but we have no affirmative obligation to do so. We are not responsible for policing your firm’s content, which remains your sole responsibility.

Harmful SEO Practices. Some search engine optimization (“**SEO**”) practices can harm your website and actually prevent it from performing. We want to protect you from this. Therefore, we discourage the use of tactics including link farms, link schemes, link prisms, and all other forms of linking that are designed to trick or game the search engines in order to gain ranking. While you may have outside vendors work on your LawLytics site, doing so can be counterproductive if they don’t abide by Google’s Webmaster Guidelines. At your request we will review any proposals for legitimacy, safety, and value to help you protect your investment in your law firm’s marketing infrastructure. We are not responsible for any harm that third-party vendors may cause to your web presence.

Domain Name Registration. It’s important to us that you own and control your own domain name. We have no claim of ownership of your domain, and we strongly encourage you to make sure that your domain name is registered in a registrar account that you own and control. If you need help understanding this and making sure it’s done correctly, we’ll help you get this squared away during the setup phase of your Membership. You are responsible for the cost of registering and renewing domain names you use with your LawLytics account. This is typically \$10-15 per year paid to a registrar like GoDaddy for traditional top level domains, e.g., .com, .net, and .info, and more for legal-specific domains, e.g., .attorney, .lawyer, and .law. You must register your own domain with an outside registrar, and pay the registration and renewal fees independently of LawLytics (if you need help doing this, we’ll walk you through and make sure you get set up right). We are not responsible for the management or security of your registrar account(s), nor the renewal of your domain names. We suggest that you set your registrar to automatically renew your domain names so that they never accidentally expire, and make sure that your registrar password is secure and not shared with anybody. If you have a previous webmaster who has accessed your registrar account, we strongly encourage you to change your password and lock transfer of your domain.

DNS Service. We provide Domain Name System (“**DNS**”) service to our members. You don’t need to understand the technicalities of how DNS management works, just that it’s necessary to the health of your website and email, and that we’ll handle it all for you. When your domain is pointed to LawLytics, you can make use of our DNS service, which includes complete MX, Cname and A record hosting. Our DNS service is available for all active LawLytics members for the duration of your membership. If you’d rather not use our DNS service, you may also use your registrar’s DNS, or any other outside DNS provider. LawLytics uses a third-party DNS provider, “DynEct.” This service was chosen for its stability and security. Research its stellar record for uptime and compare it to any other provider and you’ll see why. However, we can’t control what DynEct does, nor what

villains and pranksters on the internet might do to DynEct. We are not responsible for any downtime or undelivered emails caused by any failure of DynEct. If you choose to use our DNS service through DynEct, we do support slave DNS providers if you want extra protection against outages, DDoS attacks, etc. If you choose to implement slave DNS service, it is your responsibility to purchase and configure it separately through the DNS provider of your choice.

SSL Certificates. Beginning October 1, 2017, LawLytics will provide and manage Secure Sockets Layer (“SSL”) certificates for all member websites. This means that your website will be served using https rather than http and will prevent your potential clients from seeing a security warning on your website when they use certain web browsers. LawLytics uses CloudFlare for SSL certificate issuance and renewal. LawLytics is not responsible for any SSL failures, outages or expirations that are caused by CloudFlare’s actions or failure to act. LawLytics will use best efforts to work with CloudFlare to remedy any SSL certificate issues that arise in a timely manner.

Certificate Management. We will manage the security certificate for you, which eliminates any effort needed on your part to create, update, or renew your certificate(s).

New Site Launches. All new sites launched on or after commencement of this service will launch with SSL by default.

Previously Launched Sites. For LawLytics members with sites that launched before our managed SSL certificate service was implemented, we can upgrade your site to SSL for you at no additional charge once you grant us permission to do so.

Transition To SSL. As of November 1, 2017, having a SSL websites is considered to be a ranking factor in Google. This means theoretically that implementing SSL should have a positive or neutral effect on a website’s performance in Google searches. However, we make no representations or warranties about the effect of SSL on your firm’s website and are not responsible for any movement upwards or downwards in the search engines when when a website is launched with, or transitioned to SSL.

Email Service. Our DNS provider supports all email services. While we highly recommend that you use Google Apps because of ease of use, reliability, and low price point (\$5 per email account per month), you may choose any email service provider you wish, and you may change providers at any time. If you use our DNS service, you will need to let us know which email service you are using, so we can ensure proper routing of your email (don’t worry, we’ll take care of the details for you). And if you ever change email providers, it is your responsibility to let us know when you want to make the switch, so we can help you. If we are providing you DNS services and you switch email services without letting us know, your email will be rendered undeliverable, so please keep us advised of your plans.

Sensitive Client Information. The internet is not a secure place. Even with an SSL certificate, contact forms, potential client tracking templates, and emails are not sufficiently secure for the transmission of confidential or sensitive client information. We are not responsible for any interception, dissemination, or any other breach of confidential client information transmitted using

any feature in LawLytics, including but not limited to Forms, Social Media, the LawLytics network, and the LawLytics blogging and site creation features. You agree to take full responsibility for adding disclaimers and warnings to any form that may encourage the transmission of confidential information, and indemnify and hold harmless LawLytics and its vendors and partners against any real or alleged damages resulting from the use of LawLytics in regards to client information. Furthermore, we recommend that you provide a required opt-in field on any form with which you collect private or personal information, and/or that you use to subscribe users to a mailing or distribution list.

Modifications to the Service and Prices. We reserve the right to modify or discontinue, temporarily or permanently, any of our Services. Prices of all Services, including but not limited to monthly Membership Fees, are subject to change upon 90 days' notice from us. Such notice may be provided at any time by posting the changes to the LawLytics Control panel. We also reserve the right to, without notice, charge any sales, service, excise, or any and every other form of tax, tariff, fee, or other method of payment lawfully demanded by the government of the United States, the State of Arizona, your state, or any other relevant authority. You agree that any such tax is your responsibility, regardless of whether it is demanded prospectively or retroactively. We are not liable to you or to any third party for any modification, price change, suspension, or discontinuance of the Service.

Copyright and Content Ownership. All content posted using the LawLytics Service, and to LawLytics-powered websites and blogs must comply with U.S. copyright law. We reserve the right to remove any content that is in violation of the Digital Millennium Copyright Act or other Federal, State or Local copyright laws, but have no affirmative obligation to police your content for compliance. If a complaint of alleged copyright violation is received, we will immediately contact you and give you an opportunity to respond before taking action. A failure to timely respond to such notice within one business day will be deemed to be your consent to remove the materials in question. We claim no intellectual property rights over the material you provide, including your posts, articles, endorsements, comments, and media. Your profile and materials uploaded remain yours. However, by setting your LawLytics sites and blogs to be shared publicly, and by being a member of LawLytics, you agree to allow others to view and share your content via social media, email and by any other means. LawLytics does not pre-screen content, and there is no mechanism in place to prevent you from initially publishing anything, however, LawLytics and its designees have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service.

The look and feel of all LawLytics site templates, layouts, widgets and other display elements are copyright LawLytics, Inc. You are granted a limited use license to display these elements on your domain for the duration of your Membership with LawLytics. You are also granted a limited use license for any stock images provided to you for use on your LawLytics site(s) for the duration of your LawLytics Membership. All limited use materials must be surrendered upon termination of your account and cannot be reused or reproduced elsewhere without the express written consent of LawLytics Inc. The name LawLytics and the LawLytics logo are registered trademarks of LawLytics, Inc.

Support, Training, Strategy, and Education. Membership entitles all attorneys and employees of your law firm to unlimited use of all LawLytics training and educational materials.

Unlimited Support for Primary User. Membership also entitles one person from your firm, who you designate as your “**Primary User**,” to unlimited one-on-one technical support. Your Primary User must be an attorney or employee of your law firm. That user is expected to be the liaison between your firm and LawLytics and should be equipped to assist other users in your law firm with LawLytics related questions. That user is also expected to be empowered fully by your firm to act on your firm’s behalf with us, including making all design, style, and account decisions. You may have an unlimited number of additional employees or members of your law firm, as well as outside consultants, on any support call, training, or strategy session that also includes the presence of your designated Primary User.

Third-Party Vendors. We may, at our discretion, provide support for third-party vendors (examples include but are not limited to pay-per-click advertising, registrars, and email vendors), but are not obligated to provide ongoing support for software and services that you buy elsewhere. For example, we may help guide you through the setup of Google Apps, Google Analytics, Google Adwords, live chat software, payment systems, remarketing software, and other services that can be integrated with LawLytics, but we are not responsible for troubleshooting other vendors’ software or services. Account-level changes must be authorized, in writing, by the primary account holder, and, for your protection, we require express permission before discussing your account with anyone outside your firm. Live support is available during designated business hours. LawLytics reserves the right to refuse to work with any outside vendor who is not an employee of your law firm.

Design and Customization Services. All LawLytics sites come with setup design support. This means that we will configure your site using a pre-existing professional template and style it for you. You will have several templates to choose from. The service also comes with one optional template-based logo design per website, where you can choose from our inventory of logos and we will modify the colors and text for your firm. We have not agreed to provide you with custom design services unless a separate agreement exists specifying otherwise. By joining LawLytics, you accept that there are limitations imposed by the functionality of the software that make some design and display elements fall under the category of “**Custom Design**”.

All LawLytics website layout designs are responsive (the modern standard for mobile compatibility) and built with the mobile user in mind. We purposely limit our design options to what we know works. In other words, when you join LawLytics, you are getting the benefit of our design data and expertise, and will be guided into style choices that we believe work well and are in your best interest.

Custom Designs are also available at an additional cost but most lawyers find that our included setup options are perfect for their firm’s business needs. Our preference is to help you save money. Custom Designs or custom design elements are not included in the initial setup and can be purchased at any time following the launch of your website. We will quote you an hourly or flat rate depending on the scope of the project. In the very rare event that there is a Custom Design or

custom design element that we are not able to create for you, your sole remedy is cancellation of your service.

Strategy Guidance. We do not promise or take responsibility for achieving any particular level of new business for your firm. You understand that advice and practices in terms of how web pages are presented and coded vary, and that much of it is based on the opinions of those providing the service or advice. We agree to use and teach best practices based on our opinions as to what is optimal. If you believe that any of our practices or advice are not optimal for you, your remedies are to not follow our advice and/or discontinue your service.

We don't claim to be able to exert any special influence over the search engines. Acceptable SEO practices have evolved and changed rapidly over the past decade (and will continue to do so). Therefore, a common, objective, and quantifiable framework for SEO deliverables is impossible to define and we make no specific promises of SEO activities or results. We will, however, guide your firm to use best practices to attract clients through search engines in a sustainable way that we believe is relevant to the generation of the best long-term return on investment (ROI). We follow Google's Webmaster Guidelines and we help and encourage you to do the same. We will also help you parse any outside SEO advice you are given. This can help you understand the true utility of the information and help you avoid making the costly mistakes.

Content. Content is the text and other information on your website and can include, but is not limited to, practice description pages, blogs, attorney profiles, and other information. Producing content for your website is your responsibility, unless you hire us to create the content for you. Our Content Services (defined below) require a separate agreement. We provide a range of short and long-term content creation options that, as a LawLytics member, you can participate in as your firm's marketing grows and your needs evolve. See "Add-on Services" below.

The basic Membership Fee of \$200 per month per website **does not include** any content creation or editing. ***You understand that in order for LawLytics to work optimally for your firm you will need content on your website(s), and the more frequently you participate by adding high-quality content, the more likely you are to succeed.***

Once your site(s) is/are launched, you will be responsible for entering your own content (unless you enter into a separate agreement with us to create content for you, in which case we will enter any content that we create for you into your site).

Analytics. LawLytics provides analytics within your control panel that show you various metrics including visits to your website. The LawLytics analytics package provides basic data to help you understand and improve your web presence. We do not warrant the accuracy of the analytics, nor guarantee that they will produce the same numbers as other services. Our analytics software tracks the IP addresses of visitors to your site(s) and records them for the purpose of identifying when unique visitors return to your site(s) so that you can distinguish between new and returning visitors. However, as of May 24, 2018, we have disabled IP address and analytics tracking for all visitors with IP addresses known to be associated with all countries in European Union.

Upon request, we will also integrate Google Analytics into each of your LawLytics websites. Google Analytics is a free service that provides reporting on a variety of metrics and is quite robust. You will have complete access to your data at all times.

Add-on Services. In addition to the Membership described above, we offer additional strategic services (“**Add-on Services**”). If you are curious about additional services, let us know at any time and we will help you determine what Add-on Services would best benefit your firm.

Content Services: As a LawLytics Member, you have the ability to hire us to create content for your website and blog (“**Content Services**”). For Members who subscribe to our Content Services, we can also provide detailed content planning services to help you develop long-term strategies, goals, and a roadmap to get there. Content Services are custom-tailored to your firm’s needs and require a separate signed agreement.

Listings and Reviews Add-ons: Lawlytics Listings is a fully managed local search and directories service (“**Listings**”). LawLytics Review Management is a service to help member law firms capture good reviews, mitigate negative reviews, and build their reputations across multiple influential websites (“**Reviews**”). Listings and Reviews are not included in the Membership Fee and must be requested and added separately. For the duration of your LawLytics Membership either or both services can be added or removed at any time according to the following terms:

Listings and Reviews Quantity and Price: Listings and Reviews are both associated with the physical office(s) of your law firm. A single Listings Add-on covers a single physical office location of your law firm. A single Reviews Add-on covers a single physical office location of your law firm. Each location for each Listings or Reviews Add-on is referred to as an “**Add-on Unit**”. If your law firm only has one office, you only need one Add-on Unit of Listings, and one Add-on Unit of Reviews for complete coverage. If you have more than one office, we suggest, but do not require, that you purchase a Listings and a Reviews Add-on Unit for each of your office locations. The monthly price depends on the aggregate number of active Listings and/or Reviews Add-on Units. The monthly pricing for LawLytics Members is as follows:

Subscription Price Per Month by Number of Office Locations

Total Number of Add-on Units	Price Per Add-on Unit
1	\$119.00 / month
2	\$109.00 / month
3	\$99.00 / month
4 or more	\$89.00 / month

Listings and Reviews Billing: When you subscribe to Listings and/or Reviews, you will be billed and charged automatically concurrently with your regular monthly Membership Fee using the payment instrument used for the payment of your Membership Fee. Upon the first monthly billing after activating your Listings and/or Reviews Add-on(s), you will be billed in arrears for any time between when you ordered the services and the billing date, and also for the next month in advance. After the first billing date, you may add or remove Add-on Units at any time prior to the next billing date, without further obligation, provided that cancellation of all Add-ons, or reduction by one or more Add-on Unit(s) must be requested at least one business day before the next billing date to allow us time to process the change. There are no prorated refunds for cancellations or reduction of Add-on Units that occur before the end of the billing period. If one or more Add-on Unit is added or removed at any time during a billing cycle, the aggregate pricing of your Listings and Reviews Add-ons will adjust to the Price Per Add-on Unit (see chart above) that matches the number of active Add-on Units that you have at the beginning of your next billing cycle.

Automatic Cancellation of Add-ons: In the event that you cancel your LawLytics Membership, all Add-on subscriptions will automatically terminate on the date that your Membership goes offline.

Listings Add-on Special Terms of Use: The Listings Add-on uses software provided by a third-party provider, Yext, and white-labeled and operated by LawLytics. The software used for this service is provided on an “as-is” and “as-available” basis. LawLytics makes no, and disclaims all, warranties as to the performance of the software, which may contain bugs, errors, or other problems. You understand that LawLytics does not manufacture or control this third-party software and does not have control over the direction of the Yext software, including features, fixes, and inclusion or exclusion from the network of third-party websites and apps that comprise the Yext network. You understand that the sites included in the network may change and understand that the list of network sites on the LawLytics website, or in other descriptive, sales or promotional materials provided or published by LawLytics may not always be accurate. You understand that LawLytics is not responsible for any software, database, infrastructure, or any other technical problems outside of its control, including the entirety of the Yext service, and you waive any claim against LawLytics for any such problems.

By using the Listings service, you authorize LawLytics to use the Yext software to claim and manage your listings throughout all of the sites that are active in the Yext network at the initiation of service and at every time thereafter that your account is active. You warrant that any locations and business names you provide to LawLytics for implementation in the Listings Add-on service are yours, and/or that you have authority to authorize LawLytics to claim and manage the listings

associated with each location and business name. You agree to indemnify, defend, and hold harmless LawLytics against any claims resulting from claiming such listings on your behalf.

As part of the Listings service, you will have the opportunity to supply LawLytics with information and images to add to your firm's listings. You represent that all information, images, and other materials that you supply to LawLytics to use in your listings are yours to use and do not infringe on the rights or ownership interests of any third parties. You agree to indemnify, defend, and hold harmless LawLytics against any claims that result from information or media you supply to LawLytics to use in or on your listings, as well as for any information or media that was on your listings prior to the start of your Listings term, or that you or any third-party outside of LawLytics adds to your listing on any site at any time before, during, or after your Listings term.

You understand that the Listings service is provided on a month-to-month basis and can be cancelled by either party at any time. You understand that LawLytics may, at its sole discretion, discontinue this Add-on service, or switch to a different software provider and continue the service. In the event that LawLytics switches third-party listings software providers and you are dissatisfied with the new provider, your sole remedy is to cancel your service.

For the duration of your subscription to the Listings service, you agree to maintain ultimate responsibility for the contents of your listings, to check and review your listings for accuracy, and to inform LawLytics of any needed changes to your listings.

Upon termination of your Listings service, you will be responsible for controlling and maintaining your listings going forward and LawLytics will maintain no claim or hold on your listings, and will cooperate fully in releasing any and all listings control so that your listings may be claimed and managed by you or a vendor of your choosing.

Reviews Add-on Special Terms of Use: The Reviews Add-on uses software provided by a third-party provider, Birdeye, and white-labeled and supported by LawLytics. The software provided for this service is offered and used on a "as-is" and "as-available" basis. LawLytics makes no, and disclaims all, warranties as to the performance of the software, which may contain bugs, errors, or other problems such as security issues. You understand that LawLytics does not manufacture or control the third-party software and does not have control over the direction of the software, including features, fixes, and inclusion or exclusion from the network of third-party websites and apps that interface with Birdeye. You understand that LawLytics is not responsible for any software, database, infrastructure, or any other technical problems that are outside of its control, including the entirety of the Birdeye service, and you waive any claim against LawLytics for any such problems.

By using the Reviews Add-on, you authorize LawLytics to set up Birdeye to monitor and manage your reviews on third-party sites and to curate those reviews into a mini reviews site dedicated to your firm on the domain reviews.lawlytics.com.

You warrant that any reviews or review profiles that you associate with your LawLytics Reviews account are about you and/or your law firm and that you have the authority to utilize and to authorize LawLytics to utilize those reviews on your behalf. You agree to indemnify, defend, and hold harmless LawLytics against any claims resulting from the aggregation or display of third-party reviews on your behalf.

You understand that LawLytics does not control or decide which reviews are displayed on third-party websites and does not have the power or the obligation to remove, modify, or otherwise address such reviews. LawLytics is not responsible for the contents of any review, nor for any events or consequences that may be influenced by, or in any other way connected to, the display of reviews.

LawLytics, through the Birdeye software, will provide you with automatic notification of new reviews on all third-party sites associated with your Reviews account(s) but is not responsible for any delays, missed, or failed delivery of notices, regardless of the cause. This service does not include writing responses to, or responding to any reviews. However, as a Reviews Add-on subscriber, you may consult with our Strategy team about responding to reviews.

You understand that the Reviews service is provided on a month-to-month basis and can be cancelled by either party at any time. You understand that LawLytics may, at its sole discretion, discontinue this Add-on service, or switch to a different software provider and continue the service. In the event that LawLytics switches third-party reviews software providers and you are dissatisfied with the provider, your sole remedy is to cancel your service.

You understand that you will be given access to log into your Reviews Add-on and that you will be able to self-manage this service, and that we will support you in your use of the Add-on. Included is the ability to send emails and/or text messages to third parties, including your clients and former clients to request reviews on third-party websites such as Google, Facebook, and Avvo. By using that reviews request feature, you represent that all contacts you add to the system, and all email addresses and phone numbers associated with those contacts, are your sole responsibility. You warrant that you have permission to send such communications to all individuals you add and you agree to indemnify, defend, and hold harmless LawLytics against any claims or liability resulting from your use of this service. The LawLytics Support team may assist you by uploading lists of contacts and contact information into the system for you, for the same purpose as described above in this paragraph. By providing LawLytics with contacts, or lists of contacts, to upload into the system, you warrant that you have permission to send emails and text messages to those contacts and you agree to indemnify, defend, and hold harmless LawLytics

against any claims or liability resulting from your use of this service and from LawLytics uploading and sending review requests to contacts on your behalf.

Upon termination of your Reviews Add-on service, you will be responsible for monitoring your reviews going forward and LawLytics will maintain no claim or hold on your reviews or information about you on third-party reviews sites. Your LawLytics reviews aggregation page(s) at reviews.lawlytics.com will go offline and you will not have continued access to the LawLytics reviews management interface.

Use of Our Software and Infrastructure. You understand that we use third-party vendors and partners to provide hardware, networking, storage, and related technology required to run the Service. Our website platform is built on Amazon's Cloud Infrastructure. We use Heroku (a Salesforce.com company) as well as DynEct and CloudFlare to provide other essential pieces of our state-of-the-art cloud infrastructure. We also use Akismet, Sendgrid, and New Relic to provide parts of the infrastructure. We use Yext for our Listings Add-on and Birdeye for our Reviews Add-on. Our backup server is hosted with Rimu and physically located in Dallas, Texas. We use GatherContent for the drafting and approval of content created by our Content Department. We use HelpScout for our support ticket and support email system. We use HubSpot for our marketing emails, announcements, educational announcements, sales and customer management. You understand that each of these services operate independently of LawLytics and may transmit, process, or store data in conjunction with your LawLytics account. You understand that the information that passes through your account, including, but not limited to your firm's contact information, information about your website, listings and reviews visitors, and information submitted through your website by visitors via your LawLytics forms and in blog comments may be transmitted, processed, and/or stored by LawLytics and one or more of our infrastructure providers. You acknowledge and agree to the transmission, processing, and storage of this information. We reserve the right to change, modify, or add to our software infrastructure and providers at any time. You may not remove the LawLytics footer branding from your site(s), nor cause another person to remove it, without our permission. You may not modify, adapt, or hack the Service or modify another website so as to falsely imply that it is associated with the Service. You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use of the Service, or access to the Service without our express written permission. You understand that the technical processing and transmission of the Service, including your content, may be transferred unencrypted and involve: (a) transmissions over various networks and (b) changes to conform and adapt to technical requirements of connecting networks or devices. You may not upload, post, host, or transmit unsolicited emails that violate CANSPAM or SMSs, or are "spam" messages, worms, viruses, or any malicious or predatory code using our infrastructure.

Third-Party Scripts and Services. LawLytics works with and integrates with a variety of third-party vendors. While we are happy to assist you with the implementation of scripts such as web badges, analytics, newsletter signups, payment gateways and others, it is important for you to understand that each script that is added to your website presents an additional point or points of data tracking, transmission, processing, and collection by third parties. You accept complete and sole responsibility for the third-party scripts, and integrations that you use, or ask us to use on your behalf. You understand that all scripts and integrations that you add, or have us add to, to your LawLytics

powered website(s) may present privacy and data retention issues or obligations for your law firm. You agree to maintain an appropriate privacy policy to cover your law firm from liability in all relevant countries, states and jurisdictions, and to take any and all other means necessary to comply with all laws and regulations surrounding the collection and processing of data. By adding, and/or maintaining third-party scripts on your LawLytics website(s), or by using integrations with third-party services, you agree to indemnify, defend, and hold harmless LawLytics against any claims or liability caused by those scripts, plugins, or third-party services.

Availability Of Service. LawLytics Membership is available to law firms with offices in the United States, Canada, and Australia only. By using the LawLytics Service, you represent that you are a law firm or a solo-practitioner in the United States, Canada, or Australia. LawLytics-powered sites are accessible everywhere in world, provided that they are not blocked by the government, ISP, or other public or private entity. Your website will appear as you see it when you visit it from the United States, Canada, or Australia, regardless of where in the world it is accessed. However, due to strict privacy regulations in the European Union associated with the General Data Protection Regulation (“**GDPR**”), as of May 24, 2018, the built-in analytics tracking for all LawLytics-powered sites has been disabled for all IP addresses known to be associated with European Union countries. This means that LawLytics does not directly or intentionally capture the IP addresses or any personal or behavioral information about visitors from those IP addresses on LawLytics-powered websites. However, because lists of IP addresses can contain errors and omissions, we cannot say with certainty that all EU IP addresses are being excluded from our analytics tracking. We also cannot say with certainty that some IP addresses that are outside of the EU are not being included in the the array of IP addresses that we block from analytics tracking. If tracking analytics from the EU is important to you, we recommend that you use Google Analytics or another third-party analytics solution in conjunction with your LawLytics account.

If your law firm solicits or conducts business in the European Union, with, or from EU citizens, we recommend that you evaluate your use of forms on your website to make sure that the information that you collect is done so in compliance with the GDPR. This includes forms built with the LawLytics Forms Builder, blog comment forms, and review request forms. While we looking at various methods of providing our Members with easy compliance with the GDPR, we cannot represent that our forms are GDPR compliant. We cannot provide you with legal advice about GDPR compliance and recommend that you evaluate your exposure to GDPR regulations independently. If you would like to remove your forms from your LawLytics site(s), or add a permission to collect and process personal information checkbox, you may do so within the LawLytics Control Panel, and our Support team is here to help you do it, or to do it for you.

Stock Terms of Use, Privacy, and Anti-spam Policies Provided As-Is. As part of the LawLytics website management system, LawLytics has provided you with a stock starter Terms of Use, Privacy Policy, and Anti-spam policy. Those policies are published to your LawLytics powered website by default. You can supplement the provided policies at your discretion from within the LawLytics Control Panel. You can also provide us with replacement policies if you would like to override the stock language entirely by sending the policy and a request to replace in a support ticket. The policies are provided “as-is” and are meant to be starting points as you consider the policy protection that you want and need for your website. The policies are not offered as, or intended to be, legal

advice and you agree to not rely on them as such. Your use, or continued use, of the stock starter policies, whether supplemented or unsupplemented, constitutes your adoption of the policies as your own and you agree to indemnify, defend, and hold harmless LawLytics against any claims or liability based on your use of these policies or any of the language therein.

General Conditions. Your use of the Service is at your sole risk. The service is provided on an “as-is” and “as-available” basis. We do not warrant that: (i) the service will meet your specific requirements; (ii) the service will be uninterrupted, timely, secure, or error-free; (iii) the results that may be obtained from the use of the service will be accurate or reliable; (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations; (v) any errors in the Service will be corrected; and (vi) that the service meets privacy, data collection, data processing, data protection or data retention policies or standards for countries or governmental entities outside of the United States. You agree that we are not liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses (even if we have been advised of the possibility of such damages), resulting from: (i) the use of or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information, or services purchased or obtained, messages received, or transactions entered into, through, or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.

You agree that you have reviewed our Privacy Policy, and agree to its terms.

Failure to exercise or enforce any right or provision of the Terms of Service will not constitute a waiver of such right or provision. These Terms of Service constitutes the entire agreement between you and LawLytics and govern your use of the Service, and, when conflicting, supersede any prior agreements between you and LawLytics (including, but not limited to, any prior versions of the Terms of Service). Any agreements for Content or other services provided by LawLytics but outside the scope of this agreement will be read in conjunction with the version of these Terms of Service unless otherwise stated in that agreement.

Any dispute or disagreement arising between the parties shall be resolved by binding arbitration in Pima County, Arizona. The laws of the State of Arizona shall govern such arbitration. Should litigation be necessary, the parties agree that the exclusive jurisdiction and venue will be in the Superior Court of Pima County, State of Arizona, and that Arizona law will be used.