

9AM MONDAY MASTER SERVICES AGREEMENT

This 9AM Monday, Inc., Master Services Agreement reflects the terms and conditions agreed upon between the Subscriber and 9AM Monday regarding the client development services identified on an Order Form.

I DEFINITIONS

1.1 "Agreement" means this 9AM Monday 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 9AM Monday 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 "9AM Content" as defined herein.

1.4 "Custom Content" means all written, audio or video works created by 9 AM Monday 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 9 AM Monday regarding the Services.

1.6 "Effective Date" means the date on which an Order Form is approved and processed by 9AM Monday in Lowell, MA.

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 9AM Monday or developed by the parties to this Agreement as Subscriber's FirmSite. The End User Interface does not include 9AM Monday Content, search engine optimization elements, or any materials in any form licensed or otherwise acquired by 9AM Monday 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 "Internal Users" means Subscriber's partners, shareholders, members, contractors, agents, associates, staff and employees.

1.10 "Limited Inventory Services" means Services for which 9 AM Monday limits the number of subscriptions available for sale, whether such limitation is applied by product, geographical area, subscriber, or otherwise.

1.11 "Order Form" means any order form for Services submitted by Subscriber and accepted by 9AM Monday. The Agreement terms and conditions herein shall be, and hereby are, incorporated by this reference into the Order Form(s).

1.12 "Service Interface" means a presentation and arrangement of Content, 9AM Monday Content, 9AM Monday Materials and associated elements, including but not limited to video and audio materials, coding and command sets, and online screen displays provided by 9AM Monday or developed by the parties under this Agreement.

1.13 "Services" means those 9AM Monday 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.

1.14 "Subscriber" means the individual or entity identified on the Order Form as the subscriber.

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

1.16 9 AM Monday means 9 AM Monday Inc., and their affiliates. Services provided hereunder will be delivered primarily by 9 AM Monday Inc.,

1.17 "9 AM Monday Content" means any 9 AM Monday-owned content or third-party materials licensed by 9 AM Monday, including, but not limited to, any stock images, letter or word marks created by 9 AM Monday for Subscriber, and third-party owned content to which a hyperlink is provided from the Services. 9 AM Monday Content includes, but is not limited to, FAQs, e-Newsletters, Practice Pages, and Practice Centers.

1.18 "9 AM Monday Materials" means all utilities, tools and programs provided or developed by 9 AM Monday 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. 9AM Monday shall provide Subscriber the Services identified on the Order Form. 9AM Monday 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 9AM Monday modifies a Service's standard specifications in a manner that materially alters the nature of the Service, in 9AM Monday's sole reasonable discretion, then 9AM Monday 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. 9AM Monday reserves the right to discontinue a Service at any time in its sole discretion. If a Service is discontinued, 9AM Monday may substitute, across all current Subscribers to the discontinued Service, one or more 9 AM Monday or third-party Services of comparable value. Alternatively, 9AM Monday may discontinue Charges for the Service without substitution.

2.3 Unlimited Inventory Services. If Limited Inventory Services are unavailable when 9AM Monday processes the Order Form, 9 AM Monday 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 9AM Monday, then the Charges indicated on the Order Form shall be reduced by the Charges applicable to any unavailable Service.

2.4 Disallowed Content. 9AM Monday 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; or (ii) defame, expose to legal liability, or otherwise harm 9AM Monday or its affiliates.

2.5 Staffing. 9AM Monday shall have sole discretion in the manner of producing and delivering Services to Subscriber; provided, however, that 9AM Monday shall be responsible for the performance on 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 9AM Monday, and Subscriber agrees to provide 9AM Monday the assistance, cooperation and information reasonably necessary for 9AM Monday to fulfill its obligations hereunder. Subscriber agrees that it will not compete with or disparage a 9AM Monday entity. Or otherwise attempt to harm or interfere with 9AM Monday's business interests, during the Agreement term.

3.2 Delivery of Content and other information to 9AM Monday. Subscriber will provide to 9AM Monday, in any mutually agreeable electronic format, the Client-provided Content and other information necessary for 9AM Monday 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 Modification of Content. During the term of this Agreement, Subscriber may provide 9AM Monday with updated or additional Client-provided Content, in electronic format, to be incorporated into the Services. Subscriber will identify, and notify 9AM Monday of, obsolete Content to be deleted from the Services. Subscriber will conform with 9AM Monday's guidelines and product specification 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 9 AM Monday 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 9AM Monday'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 are located at the end of the document.

4. 9 AM MONDAY RESPONSIBILITIES

4.1 *Delivery of Services to Subscriber:* During the terms of this Agreement, 9AM Monday will deliver the Services identified on the Order Form in a commercially reasonable manner and without undue delay.

4.2 *Support and Service Level.* 9AM Monday will provide telephone and Web-based support to Subscriber staff responsible for User and Service support during normal 9AM Monday business hours (8AM-5PM, M-F). 9AM Monday 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, 9AM Monday 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 9AM Monday 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 9AM Monday 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. 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 terms 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 9AM Monday 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 9AM Monday.* 9AM Monday may immediately terminate one or more Services if (i) 9AM Monday has reason to believe Subscriber or a User violated the AUP; (ii) 9AM Monday has reason to believe that Subscriber or User is attempting to compete with, disparage or defame 9AM Monday; expose a 9AM Monday entity to legal liability; or otherwise act in a manner reasonably likely to harm 9AM Monday's business interests; (iii) 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) 9AM Monday ceases to do business relevant hereunder.

7.2.3 *By Subscriber.* If 9AM Monday materially modifies the Services' standard specification pursuant to Section 2.1, then Subscriber may immediately terminate the affected Service, effective upon modification, by providing notice of termination to 9AM Monday no more than five business days following modification. If 9AM Monday 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 9AM Monday within thirty (30) days following the amendment.

7.3 *Rights Upon Default.* 9AM Monday 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 9AM Monday agreement. In the event of subscriber's breach, 9AM Monday 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 *Obligation Upon Termination.* Upon termination of this Agreement, Subscriber shall (i) at its expense deliver to 9AM Monday any 9AM Monday Materials or 9AM Monday Content in its possession or under its control; (ii) pay all due and outstanding Charges; and (iii) cease and desist from using 9AM Monday Content, any Content element not specifically licensed by 9AM Monday to Subscriber pursuant to Section 8.3 herein, and any other intellectual property of a 9AM Monday entity or third party licensor.

8 OWNERSHIP AND GRANTS OF LICENSE

8.1 *Ownership.* The parties agree that, as between Subscriber and 9AM Monday (i) the Service Interface, 9AM Monday Materials, 9AM Monday Content and any improvements thereto created under this Agreement are the exclusive property of 9AM Monday, and (ii) the Content is the exclusive property of 9 AM Monday. 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 *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 EUI. The one-time EUI license fee for

8.3 Pricing will be determined by the products ordered and illustrated on the Order Form, this pricing may be changed upon forty (45) day notice and access can be suspended if account is more than sixty (60) days late on payment terms per the Order Form.

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 9AM Monday 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 mailer that is false, offensive, deceptive or defamatory, or which may cause injury or result in damage to 9AM Monday 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 9AM Monday 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 mailer of the Content and Services will be limited to legal services provided by Subscriber; and (v) if it agrees to 9AM Monday's distribution of Content to a third-party, or if as part of this Agreement it subscribes to a service identified as being provided by a third party or consisting of third-party software, then Subscriber agrees to comply with all third-party terms of service. Subscriber acknowledges that any breach of its representations or warranties herein is a material breach of this Agreement. Subscriber shall defend, indemnify and hold harmless 9AM Monday from and against any and all third party claims, actions, causes of action, liabilities, damages, costs, and expenses, including attorney's 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 9AM Monday REPRESENTATIONS AND WARRANTIES

9AM Monday 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 9AM Monday 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. 9am Monday 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 9am Monday 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 9am Monday 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

9am Monday, 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 9am Monday, its affiliates or its agents be liable for any lost profits or any consequential, exemplary, incidental, indirect or special damages, arising from or in any way related to this agreement or relating in whole or in part to subscriber's rights hereunder or the use of or inability to use the services, even if advised of the possibility of such damages. The limitation of liability shall apply even if the express warranties set forth herein fail of their essential purpose.

13 LIMITATIONS OF CLAIMS

Except for claims by 9AM Monday 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, 9AM Monday 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 9AM Monday 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

14.2 *Relationship of the Parties.* 9AM Monday 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 9AM Monday. Subscriber acknowledges that 9AM Monday provides Services to Subscribers throughout the world, and Subscriber agrees that nothing herein grants Subscriber an exclusive right to receive Services from 9AM MONDAY. Subscriber agrees that 9AM MONDAY 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.* 9AM MONDAY 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, 9AM Monday 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 9AM Monday, 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 Massachusetts, without regard to conflict of law provisions. The parties agree that the state and federal courts sitting in Massachusetts 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.* 9AM Monday 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 9AM Monday's reasonable control, whether or not foreseeable or identified, including without limitation acts of God, strikes, lockouts, riots, acts of war, governmental regulations, sabotage, terrorists, fire, power failure, earthquakes, severe weather, floods or other natural disaster.

14.6 *Notices.* All notices to 9AM Monday hereunder must be submitted in writing to:

9AM MONDAY, Inc.
181 Market Street, No. 8
Lowell, MA 01852

Or sent via e-mail Philippe@9amMonday.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.* 9AM Monday 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 9AM Monday requested a credit report, 9AM Monday 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.* Title 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.

Acceptable Use Policy

This Acceptable Use Policy (“AUP”) is incorporated by reference into the 9AM MONDAY Master Services Agreement (“9MSA”) and governs Subscribers’ use of all products and services (the “Services”) provided by or through 9AM MONDAY. Capitalized terms used in this AUP shall have the meaning attributed to them in the 9MSA.

Services may be suspended or terminated for violation of this AUP, and Subscribers will not receive credit for Service interruptions resulting from AUP violations.

The purpose of this AUP is to enhance the quality of 9AM MONDAY’s Services and to protect Subscribers, and the Internet community as a whole, from illegal, irresponsible, or disruptive Internet activities. West reserves the right to modify this AUP at any time without notice.

Prohibited Uses: General

A Subscriber may not use 9AM MONDAY’s Services to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network, to breach security or authentication measures or to monitor data or traffic on any network or system without express authorization of the owner of the system or network;
- Interference with 9AM MONDAY’s provision of Services to any other Subscriber, including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
- Use of an Internet account or computer without the owner’s authorization;
- Collecting or using e-mail addresses, screen names, other identifiers or information without the consent of the person identified (including, without limitation, phishing, Internet scamming, password robbery, spidering, and harvesting);
- Use of the Services to distribute software that covertly gathers information about a user or covertly transmits information about the user;
- Use of the Services for distribution of advertisement delivery software unless: (i) the user affirmatively consents to the download and installation of such software based on a clear and conspicuous notice of the nature of the software, and (ii) the software is easily removable by use of standard tools for such purpose included on major operating systems (such as Microsoft’s “ad/remove” tool);
- Any conduct that is likely to result in retaliation against 9AM MONDAY or 9AM MONDAY’s employees, officers or other agents, including engaging in behavior that results in any server being the target of a denial of service attack.
- Breaching 9AM MONDAY’s security or authentication measures, whether by passive or intrusive techniques, without 9AM MONDAY’s express written consent; or

- Non-compliance with the rules and conventions for postings to any bulletin board, chat group or other forum in which you participate, such as IRC and USENET groups, including rules prohibiting the posting of off-topic commercial messages or mass postings to multiple forums.

Prohibited Use: Copyright Infringement

A Subscriber may not use 9AM MONDAY's Services to publish, distribute, or otherwise copy in any manner any text, music, software, art, image, or other work protected by copyright law unless:

- you have been expressly authorized by the owner of the copyright for the work to copy the work in that manner; or
- you are otherwise permitted by established United States copyright law to copy the work in that manner.

Prohibited Use: Offensive Content

Subscribers may not publish or transmit via 9AM MONDAY's network and equipment any content or links to any content that 9AM MONDAY reasonably believes:

- Constitutes, depicts, fosters, promotes or relates in any manner to child pornography, bestiality, or non-consensual sex acts;
- is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech;
- is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
- is defamatory or violates a person's privacy;
- creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with a investigation by law enforcement;
- improperly exposes trade secrets or other confidential or proprietary information of another person;
- is intended to assist others in defeating technical copyright protections;
- infringes on another person's copyright, trade or service mark, patent, or other property right;
- promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking;
- is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to 9AM Monday; or
- is otherwise malicious, fraudulent, or may result in retaliation against 9AM MONDAY by offended viewers.

Content "published or transmitted" via 9AM MONDAY's network or equipment includes Web content, e-mail, bulletin board postings, chat, and any other type of posting or transmission that relies on the Internet.

Bulk or Commercial E-mail

Subscribers must comply with the CAN-SPAM Act of 2003 and other laws and regulations applicable to bulk or commercial e-mail. In addition, bulk and commercial e-mail must meet the following requirements:

- Intended recipients must have given their consent to receive email from Subscriber via some affirmative means, such as an opt-in procedure;
- Procedures for obtaining consent must include reasonable means of ensuring that the person giving consent is the owner of the e-mail address for which consent is given;
- Evidence is retained of each recipient's consent in a form that can be promptly produced on request to recipient or 9AM MONDAY.
- Procedures are in place to allow a recipient to revoke their consent, such as a link in the body of the e-mail, or instructions to reply with the word "Remove" in the subject line. A Subscriber must honor revocations of consent within a commercially reasonable timeframe and must notify recipients that the revocation of their consent will be implemented within a commercially reasonable timeframe;
- Each domain associated with the mailing must have a Privacy Policy;
- Subscriber must have the means to track anonymous complaints;
- Subscriber may not obscure the source of the e-mail in any manner and the e-mail must include the recipients e-mail address in the body of the message or in the "TO" line of the e-mail; and

- Subscriber must not attempt to send any message to an e-mail address if three consecutive delivery rejections have occurred and the time between the third rejection and the first rejection is longer than fifteen days.

These requirements also apply to distribution lists prepared by third parties to the same extent as if the list were created by Subscriber. Subscribers may not use a third-party e-mail service that does not practice similar procedures for all its customers. 9AM MONDAY may monitor your compliance with these requirements and may block the transmission of e-mail that violates these provisions.

Other

Subscriber may only use IP addresses assigned by 9AM MONDAY in connection with their 9AM MONDAY services.

Subscriber agrees that if the 9AM MONDAY IP numbers assigned to your account are listed on an abuse database like Spamhaus, you will be in violation of this AUP, and 9AM MONDAY may take reasonable action to protect its IP numbers, including suspension and/or termination of your service, regardless of whether the IP numbers were listed as a result of your actions.

Reporting Violations

9AM MONDAY expressly disclaims any obligation to monitor its Subscribers with respect to violations of this AUP. 9AM MONDAY has no liability for the actions of any of its Subscribers or any content any Subscriber may post on any Web site.

9 AM Monday encourages Subscribers to report violations of this AUP to:

Philippe Jeanjean Philippe@9AMMonday.com

The information to be provided should include the name, address (postal or e-mail) and telephone number of the alleged violator; the conduct which gives rise to the concern; any evidence supporting the conduct; and the date and time of the offense. Any reported copyright violations should comply with the reporting requirements of the Digital Millennium Copyright Act.

Upon receiving reports of violation(s) of this AUP, 9AM MONDAY will respond to the applicable Subscriber and, in 9AM MONDAY's sole discretion, may take appropriate action which may include warning the Subscriber, suspending or terminating the Subscriber from the Services, imposing applicable fees on the offending Subscriber's account, removing the offending content, and taking other action in accordance with this AUP, the 9MSA or applicable law.

Last Revised: September 2013