

CLIENT WORLD VIRTUAL LEASE AGREEMENT

This Virtual Lease Agreement is made and entered into, on this the ____ day of _____, _____, by and between Stuart Adams Law Office, P.S.C. (hereinafter “Lessor”) and Client, _____ (hereinafter “Lessee”).

WITNESSETH:

Lessor leases to Lessee and Lessee leases from Lessor, a certain space in the virtual “Client World” section of Lessor’s Web site, www.juristechnology.com (leased premises) for use as a virtual Client Web Page for Client’s business.

1. Not Legal Advice - No Attorney-client Privilege.

The rental of the leased premises is offered to clients in good standing of Lessor, Stuart Adams Law Office, PSC. Lessee must be a client of Lessor in order to participate in this Agreement and enjoy the benefits and privileges thereof. Content of www.juristechnology.com and Client World is not intended to and does not constitute legal advice and no attorney-client relationship is formed, nor is anything submitted to this Web Site treated as confidential, except as specifically set forth herein. Any attorney-client relationship and agreement is subject to the terms of a separate written attorney-client agreement executed by the parties. The accuracy, completeness, adequacy or currency of the Content is not warranted or guaranteed. Your use of information on this Web Site or materials linked from this Web Site is at your own risk.

2. Agreement to Lease

Lessor does hereby agree to grant, demise, and let, and Lessee does hereby agree to lease the Client Web Page (hereinafter sometimes referred to as the “leased premises”) at the rent or sum of

one dollars (\$1.00) per year, *however Lessor shall waive the payment of such rent, upon the terms and conditions set forth below, and such other or different terms and conditions (except that Landlord specifically waives any right to increase rent) as Lessor may publish at its primary Web site, www.juristechology.com, from time to time and without further notice to Lessee.*

3. Description of Leased Premises

The “leased premises” shall consist of a single virtual page, generally accessible via the World Wide Web or Internet. The content and composition shall initially be in the general form of the sample page attached hereto, although the form and content shall be and remain subject to the sole discretion of Lessor, from time to time. Initially, the leased premises may be found, after full execution of this Agreement by Lessee and Lessor, at a subweb or area of Lessor’s primary Web site, www.juristechology.com. Lessor shall have no duty to optimize, submit to search engines, nor otherwise market its primary Web site or the leased premises.

4. Initial Content of Leased Premises

The initial content of the leased premises shall be, in the sole discretion of Lessor: contact information for Lessee, including address, phone, fax; a limited statement or key words describing Lessee’s products or services; listing of Lessee’s third party e-mail and Web site, if any. Additionally, Lessor may include Lessee’s logo, slogan, map and driving directions, if desired by Lessee. This Agreement does not include any agreement on behalf of Lessor to create, maintain, or verify the accuracy or authority of Lessee to post a mark, name, logo, or other such information.

5. Sublease and Assignment

This lease is non-transferable and may not be assigned without the written consent of Lessor, in its sole discretion.

6. Prohibited Conduct by Lessee

Lessee, for a valuable consideration, including but not necessarily limited to the waiver of rent for the leased premises, agrees to use the site in a manner consistent with all applicable laws and regulations and in accordance with the terms and conditions outlined below.

Lessee agrees not to:

- **Post to or use material from this Web site for the purpose of criticizing, disparaging, or creating a competitive comparison of itself, its good, services, processes, reputation, prices or other aspects of its business in a fashion, in relation to any other lessee of Client World. Lessor acknowledges and agrees that any other competitive activities between lessees of the Virtual Client World are subject to the normal legal avenues of free enterprise and competition, but Lessee agrees not to engage in such competitive activities within Client World nor to use any materials or information made available through Client World for such purposes, within or without Client World.**
- **Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law.**
- **Post or transmit any information, software or other material which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark, service mark, or other proprietary or intellectual property rights, or derivative works with respect thereto, without first obtaining permission from the owner or right holder.**

- **Post or transmit any information, software or other material which contains a virus or other harmful component.**
- **Post, transmit or in any way exploit any information, software or other material for commercial purposes, or which contains advertising.**
- **Use the leased premises for a purpose generally known as "spam" or other advertisements or solicitations, whether for profit or not.**
- **Post material whose use is restricted based on intellectual property rights, without the express permission of the owner of those rights. This includes, but is not limited to, material protected by copyright, moral rights, trademark, patent, right of privacy, right of publicity and trade secret laws.**
- **Post material that exploits the images of children.**
- **Post material that may be offensive to the Client World Community, including expressions of bigotry, racism or hatred.**
- **Post material that promotes any illegal activity.**
- **Post material that defames, abuses or threatens others.**
- **Post material that contains adult content or which may be considered to be pornographic, indecent, obscene or sexually offensive.**
- **Post material that Lessor determines, in its sole discretion, is harmful to other Lessees, the business of Lessor or other third-party information providers.**
- **Decompile, reverse engineer, disassemble, rent, lease, sublease, loan, sell, sublicense, or create derivative works from this Web Site or the Content.**
- **Use any network monitoring or discovery software to determine the site architecture, or**

extract information about usage, individual identities or users.

- **Use any robot, spider, other automatic software or device, or manual process to monitor or copy our Web Site or the Content without Lessor's prior written permission.**
- **Copy, modify, reproduce, republish, distribute, display, or transmit for commercial, non-profit or public purposes all or any portion of this Web Site, except to the extent permitted above.**
- **Use or otherwise export or re-export this Web Site or any portion thereof, the Content or any software available on or through this Web Site in violation of the export control laws and regulations of the United States of America.**
- **Any unauthorized use of this Web Site or its Content is prohibited.**

7. Lessor's Right to Promulgate Additional or Different Standards and Guidelines

Lessor reserves the right to establish standards and guidelines for the manner of use and the content of material placed in the Client World area, including in the Client Web Page of Lessee, and in other service areas.

8. Intellectual Property Rights.

Except as expressly provided in these Terms of Use, nothing contained herein shall be construed as conferring any license or right, by implication, estoppel or otherwise, under copyright or other intellectual property rights. You agree that the Content and Web Site are protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. For further information see Copyright.

9. Digital Millennium Copyright Act – Notification of Alleged Copyright Infringement.

Lessor has registered an agent with the United States Copyright Office in accordance with

the terms of the Digital Millennium Copyright Act (the "Act") and avails itself of the protections under the Act. Lessor reserves the right to remove any Content that allegedly infringes another person's copyright. Lessor will terminate, in appropriate circumstances, subscribers and account holders of the Lessor's system or network who are repeat infringers of another person's copyright. Notices to Lessor regarding any alleged copyright infringement should be directed to Stuart Adams Law Office, PSC, 8009 New LaGrange Road, Suite 1, Louisville, Kentucky, 40222-4791, (502) 587-7750, biz-law@juristechnology.com.

10. Linking to this Web Site.

You may provide links only to the homepage of this Web Site and your own Client Web Page, provided (a) you do not remove or obscure, by framing or otherwise, any portion of the homepage, including its advertisements, the terms of use, the copyright notice, or other notices on this Site, (b) you give Lessor notice of such link by sending an e-mail to biz-law@juristechnology.com and (c) you discontinue providing links to this Web Site if requested by Lessor. If you wish to provide links to a section within this Web Site, you should forward your request to Lessor at biz-law@juristechnology.com and Lessor will notify you if permission is granted, and if so the terms and conditions of the permission.

11. License of Your Content to Lessor.

By uploading content to or submitting any materials for use on this Web Site, you grant (or warrant that the owner of such rights has expressly granted) Lessor a perpetual, subject to your right to terminate, as set forth herein, worldwide, royalty-free, irrevocable, non-exclusive right and license, with right to sublicense, to use, reproduce, modify, adapt, publish, publicly perform, publicly display, digitally display and digitally perform translate, create derivative works from and distribute such

materials or incorporate such materials into any form, medium, or technology now known or later developed throughout the universe. You agree that you shall have no recourse against Lessor for any alleged or actual infringement or misappropriation of any proprietary right in your communications to us.

12. No Solicitation.

You shall not distribute on or through this Web Site any content or material containing any advertising, solicitation for goods, services or funds or solicitation for others to become members of any enterprise or organization without the express written permission of the Lessor. Notwithstanding the foregoing, in any interactive areas of this Web Site, where appropriate you a) may list along with your name, address and email address, your own web site 's URL and b) may recommend third party Web sites, goods or services so long as you have no financial interest in and receive no direct or indirect benefit from such recommended Web site, product or service or its recommendation. In no event may any person or entity solicit anyone with data retrieved from this Web Site.

13. Postings to be Lawful.

If you participate in interactive areas on this Web Site, you shall not post, publish, upload or distribute any messages, data, information, text, graphics, links or other material ("Postings") which are unlawful or abusive in any way, including but not limited to any Postings that are defamatory, libelous, pornographic, obscene, threatening, invasive of privacy or publicity rights, inclusive of hate speech, or would constitute or encourage a criminal offense, violate the rights of any party, or give rise to liability or violate any local, state, federal or international law, or the regulations of the U.S. Securities and Exchange Commission, any rules of any securities exchange such as the New York

Stock Exchange, the American Stock Exchange, or the NASDAQ, either intentionally or unintentionally. Lessor may delete your Posting at any time for any reason without permission from you.

14. Errors and Corrections.

Lessor does not represent or warrant that this Web Site will be error-free, free of viruses or other harmful components, or that defects will be corrected or that it will always be accessible. Lessor does not warrant or represent that the information available on or through this Web Site will be correct, accurate, timely, or otherwise reliable. Lessor may make improvements and/or changes to its features, functionality or Content at any time.

15. Third Party Content.

Third party content may appear on this Web Site or may be accessible via links from this Web Site. Lessor shall not be responsible for and assumes no liability for any infringement, mistakes, misstatements of law, defamation, slander, libel, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of content contained in any third party content appearing on this Web Site. You understand that the information and opinions in the third party content is neither endorsed by nor does it reflect the belief of Lessor.

16. DISCLAIMER.

THIS WEB SITE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. LESSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. LESSOR DISCLAIMS ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM,

ARISING OUT OF OR ANY WAY RELATED TO (A) ANY ERRORS IN OR OMISSIONS FROM THIS WEB SITE AND THE CONTENT, INCLUDING BUT NOT LIMITED TO TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS, (B) ANY THIRD PARTY WEB SITES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS IN THIS WEB SITE, INCLUDING BUT NOT LIMITED TO ANY ERRORS IN OR OMISSIONS THEREFROM, (C) THE UNAVAILABILITY OF THIS WEB SITE OR ANY PORTION THEREOF, (D) YOUR USE OF THIS WEB SITE, OR (E) YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THIS WEB SITE.

Limitations of Liability and Warranty

17. Leased Premises taken “As Is;” Errors, Omissions; Damages

Lessee agrees that the use of the site is entirely at Lessee’s own risk. The site is provided on an "as is" basis without warranties of any kind, either expressed or implied. Lessor may make improvements or changes in the services or content of its site at any time without notice. Furthermore, neither Lessor nor any third-party content Lessor makes any warranty with respect to the accuracy, correctness, completeness, fitness for use or non-infringement of any content, information, services, or products provided through or in conjunction with the site and are not responsible for:

- * Any errors or omissions arising from the use of such information.
- * Any failures, delays, or interruptions in the delivery of any content or services contained within the site.
- * Any direct, indirect, special or other consequential damages for any use of this web site, or on any other hyperlinked web site, including without limitation, any lost profits, business interruption, loss

of programs or other data on your information handling system or otherwise, even if we are expressly advised of the possibility of such damages.

The Lessee specifically agrees that Lessor or third-party content Lessors are not liable for any conduct by Lessees associated with the site, including, but not limited to, activities relating to directories, communities, resumes, Lessee Profiles, surveys, chat rooms, message boards or other services currently offered or those services that will be offered in the future.

18. Indemnity

The Lessee agrees to indemnify Lessor and any third-party information provider against any and all claims and expenses, including attorneys' fees, arising from the Lessee's use of the site. This expressly includes:

- * Lessee's responsibility for any and all liability arising from the violation or infringement of any proprietary rights, including intellectual property rights, of others.
- * Any libelous or unlawful material contained within Lessee directories, communities, profiles, postings or other services.

19. Termination of Lease

Lessor may terminate this Lease without cause and in its sole discretion, without notice to Lessee, and may delete any and all information, communications, postings, directories or communities at any time, without notice, for conduct that violates this Agreement or other policies or guidelines set out by Lessor elsewhere on the site.

Lessee may terminate this Agreement, upon 30 days written notice to Lessor. Upon receipt of such actual notice from Lessee, Lessor shall, within a reasonable period of time, cease using any proprietary rights, images, trade or service marks of Lessee, which were licensed to Lessor for

purposes of creating and maintaining the leased premises occupied by Lessee.

20. Choice of Law

This lease shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflict of law provisions. The laws of the Commonwealth of Kentucky will govern any dispute arising hereunder. The Lessee agrees to personal jurisdiction by the state and federal courts in the Commonwealth of Kentucky.

21. Severability

If any provision of this lease or the application thereof to any person or circumstance shall be declared to be invalid or unenforceable to any extent, the remainder of this lease and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

22. Summary Clause

This Lease constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes any other agreement, proposals and communications, written or oral, between Lessor and Lessee. Lessor may amend this Agreement at any time without notice from Lessor to Lessee, except as published by Lessor on the site. Neither this Lease nor any provision hereof may be altered, amended, or modified orally by Lessee, except by an instrument in writing signed by or on behalf of each party hereto. The obligations assumed hereby are joint and several and are declared to be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, this lease has been executed as of the day, month, and year first above written. By signature below, the respective parties warrant they have full authority to execute this Virtual Lease Agreement on behalf of the respective parties set forth below.

Lessor
Stuart Adams Law Office, P.S.C.

Lessee

Stuart Adams
President

DATED: _____

DATED: _____