

Terms and Conditions of Use Holland & Knight LLP

This Web site (the "**Web site**," or the "**Site**") is provided to you by Holland & Knight LLP ("**H&K**", "**we**" or "**us**"). To assist you in using our Web site, and to ensure a clear understanding of the relationship arising from your use of our Site and the services we may offer through our Site, we have created (i) these Terms and Conditions of Use (the "**Terms**") and (ii) a Privacy Policy. Our Privacy Policy explains how we treat information you provide to us through the Site, and our Terms govern your use of our Site. Our Terms and Privacy Policy apply to any visitor to the Web site, including (i) casual visitors to our Site, who wish to learn more about our services ("**Site Visitors**"); (ii) clients and others who choose to subscribe to our publications, and to receive announcements and other information from our Site ("**Information Recipients**"); and (iii) clients of H&K and co-counsel, for whom we have created, and granted access to, password-protected extranet sites ("**Extranet Users**").

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE YOU ACCESS OR USE THE SITE. BY ACCESSING OR USING THE SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS OUR SITE.

1. Your Agreement

These Terms govern your use of the Web site. Please read these Terms carefully; they impose legal obligations on you and on H&K, and establish our legal relationship. By using our services or accessing our Web site, you are acknowledging that you have read and understood these Terms and agree to be legally bound by them.

In addition, if you affirmatively register as an Information Recipient, or as an Extranet User, during the submission process (and from time to time as we may require) you will be prompted to click an "I Accept" button, which further confirms your agreement to be legally bound by these Terms.

2. The Relationship Between These Terms And Applicable Ethics Rules

We have taken efforts to harmonize these Terms with ethics rules, and other rules that apply to our legal practice ("**Ethics Rules**"). If a circumstance arises where applicable Ethics Rules conflict with these Terms, then applicable Ethics Rules will govern our relationship, and not the conflicting portion of these Terms.

3. Components Of Our hklaw.com Web site

Our Web site is divided into two broad areas and feature-sets: (i) those areas and features that are accessible to all Users (the "**General Site**"); and (ii) those areas that are password-protected, and that are designed to be available only to our Extranet Users (the "**Extranet Sites**").

4. Grant of Rights

4.1 Grant To All Users. Provided you comply with these Terms, we grant you the right to access all areas of the Web site for purposes of (i) learning more about our services, (ii) registering to receive newsletters and other materials; (iii) registering for H&K presentations and other events; and (iv) exchanging information via an Extranet Site, in accordance with the functionality provided by that Site (collectively, "**Permitted Purposes**"). In addition, we grant you the right to print out a reasonable number of pages from our Web site, and circulate to interested parties a copy of these pages, provided that (a) you use -- and ensure others with whom you share copies use -- the print-outs only for Permitted Purposes, and (b) you retain on these print-outs any copyright notices or other proprietary notices as they appear on our Web site. Apart from these express rights to use our Site and print out Site content for Permitted Purposes, you may not use, copy, modify, distribute, or access our Web site, or any materials we have made available on the Site.

4.2 Grant To Extranet Users. In addition to those rights set out in Section 4.1 (Grant To All Users), Extranet Users have the following rights with respect to information and materials posted on an Extranet Site to which they have authorized access: (i) where the Extranet User and H&K enjoy an attorney-client relationship, the Extranet User holds those rights in H&K work product posted on the Site that are set by applicable Ethics Rules; and (ii) where the Extranet User is not an H&K client (or H&K work product is not involved), the User enjoys such rights from H&K in the materials as are necessary to accomplish the purpose of the Extranet Site.

5. H&K Ownership; Reservation of Rights

All information, software, artwork, text, video, audio, pictures, logos, and other content on the Web site, including all associated intellectual property rights, are the property of H&K and its licensors, and are protected by copyright and other intellectual property laws. H&K retains all rights with respect to the Web site except those expressly granted to you in Section 4 (Grant of Rights), above.

6. Links to Third-Party Sites

The Web site may contain links or produce search results that reference links to third party Web sites (collectively "**Linked Sites**"). H&K has no control over these Linked Sites or their content and does not assume responsibility or liability for any content, opinions, or materials available on Linked Sites. H&K does not endorse the content of any Linked Site, nor does H&K warrant that a Linked Site will be free of computer viruses or other harmful code that can impact your computer or other Web-access device. By using the Web site to search for or link to another site, you agree and understand that such use is at your own risk.

7. Code of Conduct

As a condition to your use of the Web site, you agree to follow our Code of Conduct set out below. Under this Code, you will not:

- Use the Web site in a manner that could disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site.
- Seek to obtain access to any materials or information through "hacking" or through other means we have not intentionally made available to you through the Web site.
- Submit material that is intentionally false, defamatory, unlawfully threatening, illegal, or unlawfully harassing.
- Transmit materials through the Site that you know or should know contain viruses, Trojan horses, worms, time bombs, cancelbots, or other computer-programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information.

8. Revocation or Suspension of Use Privileges

We reserve the right at any time to terminate or suspend your access to some or all of the Web site if you engage in activities that we conclude, in our discretion, breach our Code of Conduct.

9. Disclaimers

9.1 Concerning Site Functionality And Availability. H&K does not promise that the Web site, including any Extranet Sites, will be error-free or uninterrupted, or that the Site will provide specific results from your use of any content, search, or link on the Site. Extranet Users acknowledge that they have means other than the Extranet Site available to them to obtain needed information from H&K and agree that, if H&K provides timely information via such other means, the inaccessibility of the Extranet Site is harmless. H&K DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES (INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE FUNCTIONALITY OR AVAILABILITY OF THE SITE.

9.2 Advisory; No Legal Advice Provided Via The General Site. The information presented on the General Site is provided as a courtesy by H&K. The General Site is not intended a substitute for professional legal advice. If you have, or suspect that you may have a legal problem, you should consult your lawyer to obtain legal information and recommendations specific to your problem,. H&K EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED CONCERNING THE ACCURACY, COMPLETENESS OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION CONTAINED ON THE GENERAL SITE. Persons accessing this

information assume full responsibility for the use of the information and understand and agree that H&K is not responsible or liable for any claim, loss or damage arising from the use of the information.

9.3 Scope of Disclaimers. H&K expressly retains, and does not disclaim in any manner, responsibility for the content of attorney-client communications via Extranet Sites, and its provision of any advice or attorney work product to its clients via the Extranet Sites.

9.4 Use of Web site Does Not Create An Attorney-Client Relationship. You agree that your use of our Web site does not create an attorney-client relationship with H&K.

10. Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT, OR NEGLIGENCE, WILL H&K BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT ARISE OUT OF OR ARE RELATED TO (i) YOUR USE OF THE GENERAL SITE, OR (ii) YOUR USE OF AN EXTRANET SITE, UNLESS SUCH USE IS IN CONNECTION WITH AN ATTORNEY-CLIENT RELATIONSHIP WITH H&K (in which event this Section shall not govern the parties' relationship).

11. Indemnity

You agree to defend, indemnify, and hold H&K and its subsidiaries, affiliates, officers, directors, agents, and employees harmless from any liability to third parties, including reasonable attorneys' fees, arising from or related to your breach of these Terms.

12. Contact for Alleged Copyright Infringement

H&K respects the intellectual property rights of others and requires that its users do the same. If you believe that any content available on the H&K Site or other activity taking place on the Site constitutes infringement of a work protected by copyright (a "**Work**"), please notify our agent, designated under the Digital Millennium Copyright Act (17 U.S.C. §512) (the "**DMCA**") to respond to such concerns, as follows:

Gilda Tuoni Russell
10 St. James Avenue, 11th Floor
Boston, Massachusetts 02116
(617) 523-2700 X71452
gilda.russell (at) hklaw (dot) com

Your notice must comply with the DMCA. Upon receipt of a compliant notice, we will respond and proceed in accordance with the DMCA.

13. Additional Terms for Certain Services or Sites

Certain Extranet Sites, or other services that may be subject to additional or different terms and conditions. We will notify you if the Site or service you are accessing is subject to terms and conditions that differ from these Terms, and you will have the opportunity to decline to participate in such Sites or services, if you do not agree with the differing terms and conditions.

14. Modifications to these Terms

If we modify these Terms, any such modifications will take effect proactively, upon your subsequent access to the Web site. Please feel free to print out a copy of these Terms for your records.

15. General

These Terms shall be governed in all respects by the laws of the State of Florida without giving effect to its conflicts of law provisions. Both parties submit to the personal jurisdiction of and venue in the state and federal courts in the State of Florida, in the judicial district that includes Tampa, Florida. The parties further agree that any cause of action arising under these Terms shall exclusively be brought in such courts. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. H&K's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. This agreement and the terms and conditions contained herein set forth the entire understanding and agreement between H&K and you with respect to the subject matter hereof and supersede any prior or contemporaneous understanding, whether written or oral.

16. Survival

The following provisions shall survive the termination of these Terms and shall apply indefinitely:

- Section 5 (H&K Ownership; Reservation of Rights)
- Section 1 (Submitted Content) (with respect to Use Rights)
- Section 9 (Disclaimers)
- Section 10 (Limitation of Liability)
- Section 11 (Indemnity)
- Section 15 (General)
- Section 16 (Survival)

17. Site Administration

If you have comments or questions about the administration of this Site, you may contact us at the following addresses:

Webmaster (at) hklaw (dot) com

18. Effective Date

The effective date of these Terms is October 5, 2007.

Table (for convenience)

1.	YOUR AGREEMENT	1
2.	THE RELATIONSHIP BETWEEN THESE TERMS AND APPLICABLE ETHICS RULES	1
3.	COMPONENTS OF OUR HKLAW.COM WEB SITE	1
4.	GRANT OF RIGHTS	1
5.	H&K OWNERSHIP; RESERVATION OF RIGHTS.....	2
6.	LINKS TO THIRD-PARTY SITES.....	2
7.	CODE OF CONDUCT	2
8.	REVOCAION OR SUSPENSION OF USE PRIVILEGES	3
9.	SUBMITTED CONTENT	3
10.	DISCLAIMERS	3
11.	LIMITATION OF LIABILITY.....	4
12.	INDEMNITY	4
13.	CONTACT FOR ALLEGED COPYRIGHT INFRINGEMENT	4
14.	ADDITIONAL TERMS FOR CERTAIN SERVICES OR SITES	4
15.	MODIFICATIONS TO THESE TERMS	5
16.	GENERAL.....	5
17.	SURVIVAL	5
18.	CONTACT US.....	5
19.	EFFECTIVE DATA.....	5

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