

LYONS COMMERCIAL DATA AGREEMENT

TERMS OF USE

This Terms of Use Agreement ("Agreement" or "Terms") is made between Lyons Commercial Data, A Division of Autoscribe Corporation ("Lyons," "we," "our," or "us") and any person ("you" or "your") who accesses or uses this Web site ("Site," "Service", or "Services"), or who contracts with us for any of the Services.

BY ACCESSING OR USING ANY PART OF THE SITE OR ANY OF THE SERVICES, YOU EXPRESSLY AGREE AND CONSENT TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU DO NOT HAVE PERMISSION TO ACCESS OR USE THE SITE OR ANY OF THE SERVICES. WE RESERVE THE RIGHT, AT OUR DISCRETION, TO CHANGE, MODIFY, ADD, OR REMOVE PORTIONS OF THESE TERMS AT ANY TIME. YOU HAVE THE RESPONSIBILITY TO CHECK THESE TERMS FOR CHANGES. BY CONTINUING TO USE THIS SITE OR ANY OF THE SERVICES AFTER CHANGES TO THESE TERMS HAVE BEEN POSTED, YOU ACCEPT THOSE CHANGES.

1. SITE, SERVICES, AND LICENSE

a. Ownership and License. We own the Site and all of the Services; all are protected by intellectual property laws. When you access the Site or use any of the Services, we are not selling them but granting you a non-exclusive license only.

b. Representations and Warranties. The data we make available through the Services are compiled from third-party sources, including one or more agencies of the United States government. We warrant that we will make every reasonable effort to include all third-party-supplied data in the Services within a reasonable time after such data are made available to us.

HOWEVER, WE DO NOT WARRANT THE ACCURACY OF THIRD-PARTY-SUPPLIED DATA, AND YOU ACCEPT IT "AS IS." WE DO NOT WARRANT THAT ACCESS TO THE SITE OR TO THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. WE RESERVE THE RIGHT TO SUSPEND ACCESS TO THE SITE OR TO ANY OF THE SERVICES FOR ROUTINE MAINTENANCE. WE DO NOT MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE SITE OR ANY OF THE SERVICES. WE MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

c. Security. You are responsible for the confidentiality of your password, and you are solely responsible for any unauthorized access to the Site or to the Services by the use of your account information or password.

d. Privacy. We respect your privacy. We will not monitor, edit, or disclose any personal information about you or your account, including its contents, without your prior consent unless we have a good faith belief that such action is necessary to (i) comply with legal process or other legal requirements of any governmental authority; (ii) protect and defend our rights or property; (iii) enforce this Agreement; or (iv) protect the interests of users of the Site or any of the Services other than you or any other person. For a more detailed description of our privacy policy, please see "Privacy Policy".

2. PROPRIETARY RIGHTS

We retain all right, title, and interest in the Site and in all of the Services, including, without limitation, all of our logos, trade names, and computer code of any kind. All software used on the Site or in the Services, except for data available in the public domain, is copyrighted by us and is protected by the laws of the United States and by international treaties, all rights reserved. Without our express, written permission, you may not:

(i) grant access to the Site or to any of the Services except as authorized by us to you; (ii) make any derivative use of the Site or any of the Services; (iii) download or copy any data or information in or from the Site or in any of the Services for the benefit of another; (iv) use any data-gathering or extraction tools to obtain information from the Site or from any the Services, or to make any attempt to decompile or to reverse engineer any of the software used in the Site or in any of the Services; (v) link to the Site; or (vi) post to or attempt to post to or in any other way interfere with the Site.

3. LIMITATION OF LIABILITY

WE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SITE OR ANY OF THE SERVICES, INCLUDING BUT NOT LIMITED TO, DIRECT, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR USE OF THE SITE AND OF THE SERVICE(S) YOU ARE USING AND TERMINATE THIS AGREEMENT.

4. INDEMNIFICATION

You agree to indemnify us, hold us harmless, and defend us, our shareholders, directors, officers, employees, and agents from and against any claim, including costs and attorney's fees, asserted by any person, arising out of or relating to: (i) this Agreement; (ii) your use of the Site or any of the Services; and (iii) any libelous, slanderous, indecent, or other statement concerning any person made or republished by you relating to your use of the Service.

5. TERMINATION

(a) Termination of Term. This Agreement will terminate upon the expiration of the term of the licensed Service(s). (b) Termination by You. Notwithstanding (a) above, you may terminate this Agreement at any time for any reason by giving us written notice. In such event, however, we are not obligated to refund to you the pro rata portion of any fees you have paid for the licensed Service(s). You may also terminate this Agreement for cause by giving us written notice of the cause and giving us thirty (30) days to resolve the matter. If we are unable or unwilling to resolve the matter by that time, and you give as written notice of termination, this Agreement will terminate. In such event, we will refund to you the pro rata portion of any fees you have paid for the licensed Service(s). (c) Termination by Us. Notwithstanding (a) above, we may terminate this Agreement at any time in our sole discretion. If we do, we will refund to you the pro rata portion of any fees you have paid for the licensed Service(s). We may also terminate this Agreement for cause by giving you written notice of the cause and giving you thirty (30) days to resolve the matter. If you are unable or unwilling to resolve the matter by that time, and we give you written notice of termination, this Agreement will terminate.

In such event, we are not obligated to refund to you the pro rata portion of any fees you have paid for the licensed Service(s). (d) Access to Site and Services after Termination. In the event of the termination of this Agreement, by whatever means, we have the right to remove, disable, or suspend your access to the Site or to any of the Services.

6. GENERAL PROVISIONS

(a) Dispute Resolution. You agree that any controversy or claim arising out of or relating to this Agreement will be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any such arbitration will take place in Montgomery County, Maryland, and this Agreement will be construed in accordance with the laws of the State of Maryland. (b) Waiver and Severability. You agree that if any part or provision of this Agreement is held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions will not be affected. In the event a part or provision of this Agreement is held unenforceable or in conflict with law, and it affects the consideration paid or due to either party, the parties agree to negotiate in good faith an amendment of such part or provision in a manner consistent with the intention of the parties as expressed in this Agreement. (c) Sole Agreement. You agree that this "Terms of Use Agreement" sets forth the entire understanding between the parties as to its subject matter and may be amplified, modified, or amended only by an instrument in writing signed by both parties.