This License Agreement is a legally binding contract between you ("Licensee") and Thunderstone Software, LLC ("Thunderstone"). Carefully read all of the terms and conditions of this Agreement. If you do not agree to these terms and conditions, you are not permitted to use the Licensed Program or Documentation and you must promptly return them to Thunderstone. By installing, copying or otherwise using the Licensed Program or Documentation, you agree to be bound by the terms and conditions of this Agreement. The Licensed Program and Documentation are protected by United States copyright Law (Title 17, U.S. Code) and applicable international codes and treaties.

1. DEFINITIONS

1.1 "Defect" means a confirmed failure of the Licensed Program to perform in accordance with the Documentation. A "Major Defect" is a Defect that, if not corrected, substantially deprives the Licensee of the functionality of the Licensed Program.

1.2 "Documentation" means all written or electronic technical specifications or materials provided by Thunderstone for use in connection with the Licensed Program.

1.3 "Enhancement" means the addition of a new Licensed Program feature or the modification or change (including, but not limited to, addition of new functionality, creation of new algorithms, design changes, code changes, ideas, concepts, know-how, approaches, processes, methodologies or techniques) to an existing Licensed Program feature that immediately prior to the Enhancement was performing in substantial compliance with Thunderstone's original Documentation.

1.4 "Hit" means a single Texis transaction or invocation of Texis Web Script.

1.5 "License Agreement" or "Agreement" means this Agreement.

1.6 "Licensed Program" means the machine readable version of one or more of the following programs: Texis, Vortex Webscript Bridge, Webinator, Metamorph, 3DB, Metamorph API, 3DB API, Network API, Browser API, Metabook, Network Code Generator, Webinator and Postscript Viewer. Only those programs for which you have paid the applicable License Fee shall be Licensed Programs under this Agreement.

1.7 "Licensee" means you, the buyer or user of the Licensed Program or Documentation.

1.8 "Major Release" means a release of the Licensed Program that includes Software Updates, selected Enhancements, and other new functionality or capabilities. A Major Release is designated by the Licensed Program version number, which in comparison to the previous release of the Licensed Program has changed in the digits preceding the second decimal point.

1.9 "Media" means any tape, disk, diskette, CD-rom or electronic delivery method used to install the Licensed Program on a computer.

1.10 "Software Update" means a revision, patch or work-around, that when applied to the Licensed Program, shall enable it to perform in accordance with the Documentation, or which corrects or repairs a Defect.

1.11 "Technical Support" means commercially-reasonable efforts, undertaken by Thunderstone or its designee, to provide Licensee with answers to questions involving general usage of the Licensed Program. Technical Support does not include consulting or other services that require Thunderstone to review Licensee's application of the License Program. Consulting services are only provided pursuant to a separate agreement.

1.12 "Use" means copying or transmitting any portion of the Licensed Program or Documentation into a computer and processing of the instructions or statements contained in the Licensed Program.

2. LICENSE GRANT

2.1 Subject to the terms and conditions of this Agreement, Thunderstone grants to Licensee the non-exclusive, non-transferable, non-assignable right to install and Use the Licensed Program and Documentation. This license grant is exclusive to Licensee and does not extend to any affiliates or related parties. If the invoice to which this License Agreement is attached reflects that Licensee has acquired an Automatic Growth License, the scope of this license grant is unlimited as to the combination of Hits per day and the total number of records in the largest table in any Licensee database. If the invoice to which this License Agreement is attached reflects that Licensee has acquired a Fixed Limit License, the scope of this license grant is limited to the combination of Hits per day and the total number of records in the largest table in any Licensee database as shown on the invoice.

2.2 The Media on which the Licensed Program is provided to Licensee may contain several copies of the Licensed Program and Documentation, each of which is compatible with a different processor architecture (e.g., Unix, Windows NT or Windows XP). Licensee may install the Licensed Program on as many servers (the computer running the Licensed Program will be referred to as a server) as Licensee desires, provided that all of the servers are located within a single physical premises (a "Site"), or, for purposes of redundancy, at multiple Licensee Sites provided that each Site contains identical data sets. Licensee may install the Licensed Programs for use with only those architectures that are licensed pursuant to this Agreement.

2.3 In addition to the copy or copies installed on Licensee's servers, Licensee may make copies of the Licensed Program for archival or backup purposes.

2.4 If source code is included on Licensee's installation Media solely for the purpose of recompilation to Licensee's specific operating system, the source code is on loan to Licensee only as long as necessary to enable Licensee to recompile, or port, the Licensed Program. Under no circumstances does Licensee have the right to copy, view or modify the source code. The source code, along with a copy of any newly created object code version, must be returned to Thunderstone immediately after recompilation.

3. LICENSE FEES

3.1 If the invoice to which this License Agreement is attached indicates that this is an Automatic Growth License, then, as consideration for the license granted by this Agreement, Licensee shall pay to Thunderstone the amount set forth on the invoice. In addition, Licensee shall pay to Thunderstone such amounts as Thunderstone may invoice from time to time based on the increase in the combination of Hits per day and the total number of records in the largest table in any Licensee database. If the invoice to which this License Agreement is attached indicates that this is a Fixed Limit License, then, as consideration for the license granted by this Agreement, Licensee shall pay to Thunderstone the amount set forth on the invoice.

3.2 Licensee consents to communication via the Internet between Licensee's servers and Thunderstone for the purpose of determining usage and granting authorization to expand license limits. If this is an Automatic Growth License, Thunderstone shall invoice Licensee for increased usage if and when the database size or Hits per day exceeds the then current limits for any three days in a calendar month.

3.3 The License Fee does not include any local, state, federal, use, excise, personal property or similar taxes, duties or shipping charges, all of which are the liability of and shall be paid by Licensee.

3.4 The License Fee includes only one set of installation Media and one set of Documentation. Thunderstone shall replace any defective installation Media at no cost. Licensee must pay a replacement fee to replace any lost or damaged installation Media. Additional copies of Documentation are available for purchase from Thunderstone.

4. DELIVERY AND INSTALLATION

Upon receipt of the appropriate License Fees, Thunderstone will deliver the Licensed Program and Documentation to Licensee, FOB Thunderstone's location, on appropriate Media for installation on

Licensee's computer system by Licensee. Licensee is responsible for all costs associated with installation.

5. TRAINING AND TECHNICAL SUPPORT

5.1 Thunderstone, or its designee, will provide Technical Support to Licensee during the warranty period at no cost. Thereafter, Technical Support will be provided at Thunderstone's discretion.

5.2 This Agreement entitles the Licensee to no training or consulting services from Thunderstone. Training and consulting services are provided, if at all, only pursuant to a separate agreement between Thunderstone and Licensee.

6. TERM AND TERMINATION

6.1 The term of this Agreement will begin on the date the Licensed Program or Documentation is delivered to Licensee and will end as provided in this Agreement.

6.2 Licensee may terminate this Agreement upon notice within 30 days after delivery of the Licensed Program or Documentation, provided that (a) Licensee promptly returns the Licensed Program and Documentation to Thunderstone in the same condition as received, normal wear and tear excepted, (b) Licensee provides written certification from a duly authorized officer stating that all copies have been returned or destroyed, and (c) Licensee is not in default of any provision of this Agreement. The right to terminate pursuant to this Section 6.2 does not exist if Thunderstone has provided Licensee with a copy of the source code for the Licensed Program.

6.3 Either party may terminate this Agreement upon notice if the other party is in breach of any provision of this Agreement and fails to cure that breach within 30 days after receiving written notice from the non-breaching party of the breach.

6.4. Either party may terminate this Agreement upon notice to the other if (a) the other ceases to carry on its business; or (b) a receiver or similar officer is appointed for the other and is not discharged within thirty days; or (c) the other becomes insolvent, admits in writing its inability to pay debts generally as they become due, is adjudicated bankrupt or insolvent, or makes an assignment for the benefit of its creditors or another arrangement of similar import; or (d) proceedings under bankruptcy or insolvency laws are commenced by or against the other and are not dismissed within thirty days.

6.5 Should Licensee in whole or in part, acquire, be acquired by, or merge with any legal entity that Thunderstone, in its sole discretion, deems to be competitive to Thunderstone's business, Thunderstone may immediately terminate this Agreement upon written notice to Licensee.

6.6 Upon termination pursuant to Section 6.2, Thunderstone shall refund to Licensee any License Fee paid, less any expenses incurred by Thunderstone in connection with this License Agreement.

6.7 Upon termination of this Agreement, (a) the rights and licenses granted to Licensee pursuant to this Agreement shall automatically terminate; (b) Licensee shall certify to Thunderstone that all Licensed Programs and Documentation (both original and backup copies) have been removed from Licensee's equipment and either returned or destroyed; and (c) Licensee shall cease to use any Licensed Programs or Documentation.

6.8 The provisions of Sections 7.8, 7.9, 8, 9.1, 9.2, 9.3, 9.4, and 9.5 shall survive the termination or cancellation of this Agreement for any reason.

7. WARRANTY AND LIABILITY

7.1 Thunderstone warrants that it has the right to grant the licenses described above.

7.2 Thunderstone shall defend Licensee against any claim that the Licensed Program or Documentation infringes a United States patent, copyright, or trade secret, and shall pay any settlements entered into or damages awarded against Licensee to the extent based on such a claim, provided that (a) Licensee notifies Thunderstone promptly in writing of the claim; (b) Thunderstone has sole control of the defense and all related settlement negotiations; and (c) Licensee provides Thunderstone with all necessary assistance, information, and authority to perform the above.

7.3 Thunderstone shall have no liability for any claim of infringement based on (a) use of other than the latest Major Release of the Licensed Program, if the infringement would have been avoided by use of the latest Major Release; (b) modification of the Licensed Program by Licensee if the infringement would have been avoided without such modification; or (c) the combination or use of the Licensed Program with software or hardware not furnished by Thunderstone if the infringement would have been avoided by use of the Licensed Program without that software or hardware.

7.4 In the event the Licensed Program is held to, or Thunderstone believes it is likely to be held to, infringe a United States patent, copyright or trade secret, Thunderstone shall have the right at its sole option and expense to (a) substitute or modify the Licensed Program so that it is non-infringing; (b) obtain for Licensee a license to continue using the Licensed Program; or (c) if (a) and (b) are not reasonably practicable, terminate this Agreement.

7.5 The foregoing states Thunderstone's sole obligation and exclusive liability (express, implied, statutory, or otherwise) for any

infringements or claims of infringement of any patent, copyright, trademark, trade secret, or other intellectual property right.

7.6 Thunderstone warrants that for a period of ninety days following delivery to Licensee, the Licensed Program, when compiled or installed in accordance with the Documentation, will operate without Major Defect. Thunderstone does not warrant that the Licensed Program will be error-free or will operate without interruption. Thunderstone does not warrant that the Licensed Program will meet Licensee's requirements or will operate in combination with other software. If the warranty set forth in this Section is breached, Thunderstone's sole obligation will be to use commercially reasonable efforts to provide Licensee with an alternative method of achieving the desired functionality (a "work around") or, in Thunderstone's discretion, a Software Update to correct the Defect. Thunderstone, however, does not warrant that all Defects can be corrected. If Licensee reports a Defect within 90 days of delivery, and if Thunderstone cannot provide Licensee with a work around or correct the Defect after making commercially reasonable efforts to so do, Thunderstone will reduce the License Fees due pursuant to this Agreement by an equitable amount to reflect the lessened utility of the Licensed Program, if any. Licensee shall not be entitled to assert any claim for breach of the limited warranty stated in this Section unless the claim is made in writing and delivered to Thunderstone within ninety days after delivery of the Licensed Program. Thunderstone has no obligation to repair any Defect that results from accident, abuse or misapplication.

7.7 THUNDERSTONE HEREBY DISCLAIMS ALL OTHER WARRANTIES TO LICENSEE, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE LICENSED PROGRAM OR DOCUMENTATION, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS WHICH VARY FROM STATE TO STATE.

7.8 THE EXPRESS LIMITED WARRANTY AND REMEDY STATED ABOVE IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF THUNDERSTONE FOR DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF OR INABILITY TO USE THE LICENSED PROGRAM, EVEN IF THUNDERSTONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

7.9 IN NO EVENT WILL THUNDERSTONE BE LIABLE TO LICENSEE FOR DAMAGES OR ANY OTHER AMOUNTS THAT EXCEED THE TOTAL OF THE AMOUNTS PAID TO THUNDERSTONE BY LICENSEE PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTH PERIOD PRECEDING THE DATE ON WHICH THUNDERSTONE RECEIVED NOTICE OF THE BASIS FOR THE AWARD.

7.10 All warranties stated in this Agreement are immediately void if Licensee or any third party makes any changes to the Licensed Program. Thunderstone shall have no obligation to test, debug, repair or certify any Licensed Program that has been modified by Licensee or any third party.

7.11 No Thunderstone employee, agent or representative has the authority to bind Thunderstone to any oral representations or warranties concerning the Licensed Program or Documentation.

8. LICENSEE INDEMNITY

Except for infringement and warranty claims for which Thunderstone is liable under Section 7, Licensee agrees to indemnify and hold Thunderstone harmless against any cost, loss, liability or expense (including attorneys' fees) arising out of third-party claims against Thunderstone relating to Licensee's use of the Licensed Program, including, without limitation, any claim that the use of the Licensed Program in connection with any other software or hardware infringes any copyright, patent, trade secret or other right of any other person or entity.

9. CONFIDENTIALITY AND OWNERSHIP

9.1 Thunderstone retains all right, title and interest, including all intellectual property rights, in and to the Licensed Program or Documentation. Licensee may, from time to time, request that Thunderstone create or provide Enhancements for the Licensed Program. Thunderstone may, in its sole discretion, undertake to create or provide the requested Enhancements and distribute the Enhancements to all or any of Thunderstone's licensees. Licensee acknowledges that any and all Enhancements are the exclusive property of Thunderstone, whether or not authored, discovered or invented by Licensee or Thunderstone, and Licensee hereby assigns to Thunderstone all of Licensee's right, title and interest in and to any Enhancement. Licensee further agrees to execute any and all documents requested by Thunderstone to perfect Thunderstone's rights in the Enhancements.

9.2 Licensee shall include reproductions of the Thunderstone or Expansion Program International, Inc. copyright notices and other proprietary legends on each copy of the Licensed Program and Documentation. Licensee shall not remove, efface or obscure any copyright notices or other proprietary notices or legends from any Licensed Program, Documentation or other Thunderstone materials. Upon request, Licensee shall update its Licensed Program and Documentation with any changes to Thunderstone's proprietary notices.

9.3 Licensee shall not disclose the Licensed Program's object code, source code or Documentation to any third parties. Licensee will use all reasonable precautions and take all necessary steps to prevent the

Licensed Program and Documentation, in whole or in part, from being acquired by unauthorized parties.

9.4 Licensee shall not, nor will it assist others in attempting to, decompile, reverse engineer or otherwise create the source code for the Licensed Program.

9.5 Licensee shall not use the Licensed Program and Documentation for the purpose of developing any similar or competitive product, or assisting a third party to develop a similar or competitive product.

9.6 Licensee shall not use the Licensed Program for the purpose of developing a publicly available Meta-Search software that proxies results in real-time from two or more publicly available Web search engines that each contain indexes to more than 500,000 distinct and randomly collected selected Web Sites.

10. MISCELLANEOUS

10.1 Licensee may not assign this Agreement or any of its rights or obligations under this Agreement, by operation of law or otherwise, without Thunderstone's prior written consent, which may be withheld for any reason, or which may be granted upon certain conditions, including the payment of a transfer fee. Thunderstone shall have the right to freely assign this Agreement, by operation of law or otherwise, without Licensee's permission. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

10.2 In making and performing this Agreement, the parties act and shall act at all times as independent contractors and nothing contained in this Agreement shall be construed or implied to create an agency, partnership or employer and employee relationship between Licensee and Thunderstone or between any party to this Agreement and any officer or employee of the other party. At no time shall any party make commitments or incur any charges or expenses for or in the name of the other party.

10.3 Thunderstone shall not be liable for any delays in the performance of any of its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to, fire, strike, war, riots, acts of any civil or military authority, judicial action, acts of God, or other casualty or natural calamity.

10.4 This Agreement shall be governed by the laws of the State of Ohio, without reference to its conflict of laws principles. All disputes arising out of this Agreement or the parties' business relationship shall be subject to the exclusive jurisdiction of and venue in the Courts of Ohio, including federal district courts, and the parties consent to the personal and exclusive jurisdiction of those courts. Any action against Thunderstone for breach of this

Agreement must be brought within one year of the cause of action arising.

10.5 The illegality or invalidity of any term or provision of this Agreement shall not affect the remainder of this Agreement.

10.6 Licensee acknowledges that Thunderstone is subject to regulation by agencies of the U.S. government which prohibit export or diversion of certain technical products to certain countries. Licensee warrants that it will comply in all respects with the export and re-export restrictions applicable to the Licensed Programs.

10.7 The waiver of, or failure to enforce, any breach or default hereunder shall not constitute the waiver of any other or subsequent breach or default. Thunderstone's rights and remedies under this License Agreement shall not be exclusive, but shall be in addition to any and all rights it may have under applicable law.

10.8 This document, and any Addendums to it, sets forth the entire Agreement between the parties and supersedes any and all prior proposals, agreements, and representations between them, whether written or oral. This Agreement may be changed only by mutual agreement of the parties in writing.

THUNDERSTONE SOFTWARE LICENSE AGREEMENT
ADDENDUM A (Applicable to all Webinator licenses)

This Addendum supplements the License Agreement between you and Thunderstone. It applies to all licenses for Thunderstone's Webinator software where Webinator has been purchased in absence of a full Texis license. The general purpose of the Webinator Licensed Program is to create searchable indices of textual materials which are predomniantly owned, controlled, or managed by the Licensee and are accessible via an Internet Web Server. During indexing Webinator will access documents via the HTTP or FTP protocol. After acquisition and indexing Webinator will directly provide a search interface to the index through an HTTP server. Licensee may use Webinator in a manner consistent with its general purpose and subject to the to the following limits of Acceptable Use:

1. Licensee may modify the Licensed Program's search interface to improve styling compatibility and usefulness with respect to the rest of Licensee's Web Server.

2. Licensee may add ancillary functionality via the provided Vortex programming environment to increase the efficacy of the Licensed Program with respect to the rest of Licensee's Web Server. Licensee may not proxy or post-process search results from the Licensed Program with any other software.

3. Licensee may not modify or add ancillary functionality that has the effect of increasing the scope of the Licensed Program beyond its intended general purpose.

4. The Licensed Program may not be used to index textual data referenced by or residing in any third party relational database owned, managed, or controlled by Licensee unless the sum of textual data from third party database amounts to no more than thirty percent of any index created by the Licensed Program.

5. The Licensed Program may not be altered or used in any manner that would enhance or supplant the capabilities of any third party database program or in any manner that would have otherwise required licensing of the complete Texis product.

6. The Licensed Program must serve as a supportive entity on Licensee's Web Site; it cannot serve as the primary function or purpose of Licensee's Web Site. With the exception of registered non-profit institions, the Licensed Program may only be used to collect or provide searchable indexes to data which is predomniantly owned, controlled, or managed by the Licensee.

7. Information collected by the Licensed Program may not be transferred to, or accessed by any other software package.