

Application and Agreement to use the

Weblog Data Collection

I, _____, a person engaging in scientific research, hereby apply to use the Information designated as the Weblog Data Collection (the "**Information**") in connection with a workshop scheduled for the 2006 World Wide Web Conference on the following understandings, terms, and conditions. These understandings, terms, and conditions apply equally to all or to part of the Information, including any updates or new versions of the Information supplied under this agreement.

I agree not to reproduce, distribute, or display the Information, or prepare derivative works based on the Information, except as expressly permitted by this agreement (see "Permitted Uses" below). I further agree to submit a write-up to the workshop's organizer summarizing my usage of the Information by the workshop submission deadline. (A write-up can simply state "Did not use the Information" if the Information was not actually used, but a more thorough write-up is required if the Information was used.)

Permitted Uses

1. The Information may only be used through May 23, 2006, and only for non-commercial scientific research.
2. Summaries, analyses and interpretations of the linguistic properties of the Information may be derived and published, provided it is not possible to reconstruct the Information from these summaries.
3. Small excerpts (consisting of fewer than 50 words) of the Information may be displayed to others or published in a scientific or technical context, solely for the purpose of describing the research carried out.
4. All efforts must be made not to infringe the rights of any third party including, but not limited to, the authors and publishers of any excerpts used in accordance with clause 3.

Copyright

1. The Information has been obtained by crawling the Internet. Due to the amount and type of Information, it has not been practicable to obtain prior permission from copyright owners to provide the Information for the Permitted Uses.
2. Intelliseek, Inc. ("Intelliseek") understands that all the documents in the Information are documents which have been at some time made publicly available on the Internet and which have been collected using a process which respects the commonly accepted methods (such as robots.txt) for indicating that the documents should not be so collected.
3. Owners of copyright in individual documents may choose to request deletion of these documents from the Information.
4. The limitation on Permitted Uses contained in the foregoing section is intended to

limit the likelihood of any action being brought by copyright owners. I understand, however, that if this happens, I will bear any and all associated liability.

Own Assessment of Information Use / Disclaimer of Warranties

I understand I must make my own assessment of the suitability of the Information for my purposes under the Permitted Uses.

Intelliseek does not make any warranties with regard to the Information, and hereby disclaims any and all express, implied, or statutory warranties, including but not limited to any warranties:

1. that the Information is suitable for any particular purpose;
2. regarding the results of any use of the whole or part of the Information; or
3. as to the accuracy, reliability, or content of the Information.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL INTELLISEEK BE LIABLE TO ANY USER OF THE INFORMATION, OR FOR ANY LIABILITY ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF INTELLISEEK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnification

I agree to indemnify, defend and hold Intelliseek (including its directors, officers, management, employees, consultants, and agents) harmless from any claims and expenses, including attorneys' fees, arising from or related to my use of the Information or breach of the terms and conditions of this Agreement.

Agreement to Delete Data on Request

I undertake to delete within thirty days of receiving notice all copies of any portion of the Information, whenever requested to do so by any one of: (1) Intelliseek, its successors, or assigns, or (2) the owner of copyright for the particular portion of the Information.

Applicable Law and Forum

This Agreement shall all be governed and construed in accordance with the laws of the State of Ohio applicable to agreements made and to be performed in Ohio. I agree that any legal action or proceeding between us for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Cincinnati, Ohio, and I agree to the personal jurisdiction of such courts.

Assignment

Neither party may assign this Agreement, in whole or in part, without the other party's written consent, except that no such consent will be required in connection with a merger, reorganization, or sale of all, or substantially all, of Intelliseek or its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of and be enforceable against the parties and their respective successors and assigns. Any attempt to assign this Agreement other than as permitted above will be void.

Termination

Either Intelliseek or I may terminate this Agreement at any time by notifying the other party in writing. On termination of the Agreement, I undertake to return or destroy all copies of the Information in my possession. The terms and conditions of this Agreement with respect to copyright, disclaimer of warranties, limitation of liability, indemnification, and applicable law and forum shall survive any termination.

By the Applicant / User of the Information:

Signature _____

Date _____

Name *(please print)* _____

Address _____

Phone _____

Fax _____

Email _____

Accepted by Intelliseek, Inc.

Signature _____

Date _____

Name *(please print)* _____

Title _____

Please print, complete, and fax this form to the address below:

TO: Intelliseek, Inc.

ATTN: Natalie Glance

FAX NO: (412) 802-7986

Completed, signed copies of this form should be retained by the Applicant.