

GENERAL SERVICE AGREEMENT

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ACCESS TO THE PORTAL

Provided that, and for so long as, End-user is in compliance with the terms and conditions of these Terms of Use, McLean grants End-user a limited right to access the Portal. End-user agrees to use the Portal only in accordance with the Terms of Use and applicable law. End-user represents and warrants that any information provided to McLean in connection with End-user’s use of the Portal is true, accurate and complete. End-user is solely responsible for accessing the Portal with equipment and software compatible with the Portal. Under no circumstances do these Terms of Use give End-user the right to distribute, sublicense, sell, or in any other way gain a commercial benefit from the use of the Portal or the BASIS® plus content contained herein. Furthermore, this agreement does not grant End-user any rights to any intellectual property unless it is clearly stated in these Terms of Use.

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REGISTRATION

All End-users must complete the registration form and provide the information required. Upon receipt of an End-user’s completed registration form, McLean will assign to that End-user a unique numeric user ID. End-users remain solely responsible for the proper use, dissemination and security of their user ID and password.

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LICENSE TO BASIS-24®, BASIS-24® WEBScore, and BASIS-32®

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USE OF END-USER INFORMATION

Log Files

The IP addresses of End-users may be collected and used to analyze trends, administer the Portal, and gather broad demographic information for aggregate use. Although such information is not personally identifiable, we can determine from an IP address an End-user's Internet service provider and geographical location of his or her point of connectivity.

Sharing

Aggregated demographic information about End-users of the Portal may be shared with the Portal's funding sources and content providers, and with third parties through scholarly publications relating to the Portal and its subject matter. In any such instance, no personally identifiable information will be disclosed.

COMPLIANCE WITH LAWS

End-user shall comply in all material respects with all federal, state and local laws, rules and regulations governing End-user's use of any of the BASIS® plus content.

TERMINATION

McLean may suspend or terminate End-user's access to the Portal at any time, for any reason or for no reason at all. McLean reserves the right to change, suspend, or discontinue all or part of the Portal, temporarily or permanently, without prior notice.

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Without limiting the generality or effect of other provisions of these Terms of Use, as a condition of use, End-user agrees to indemnify, hold harmless, and defend McLean and its parent, subsidiaries, affiliates, and their officers, directors, affiliates and employees (collectively, "Indemnified Parties" and each, individually, an "Indemnified Party") against all costs, expenses, liabilities and damages (including reasonable attorney's fees) incurred by any Indemnified Party in connection with any third party claims arising out of: (i) End-user's use of the Portal or any BASIS® plus content; (ii) End-user's failure to comply with any applicable laws and regulations; and (iii) End-user's breach of these Terms of Use. End-user shall not settle any such claim without the written consent of the applicable Indemnified Party.

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MISCELLANEOUS

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A printed version of these Terms of Use and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these

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