

NETSCAPE (r) 7.0 END-USER LICENSE AGREEMENT  
Redistribution Or Rental Not Permitted

These terms apply to Netscape 7.0

BY CLICKING THE "ACCEPT" BUTTON OR INSTALLING OR USING THE NETSCAPE (r) 7.0 SOFTWARE (THE "PRODUCT"), YOU ARE CONSENTING TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT AND THE LICENSE AGREEMENT FOR AOL (r) INSTANT MESSENGER (tm) SOFTWARE ATTACHED BELOW, AS THE "LICENSEE."

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT CLICK THE "ACCEPT" BUTTON, YOU MUST NOT INSTALL OR USE THE PRODUCT, AND YOU DO NOT BECOME A LICENSEE UNDER THIS AGREEMENT.

1. LICENSE AGREEMENT. As used in this Agreement, for residents of Europe, the Middle East or Africa, "Netscape" shall mean Netscape Communications Ireland Limited; for residents of Japan, "Netscape" shall mean Netscape Communications (Japan), Ltd.; for residents of all other countries, "Netscape" shall mean Netscape Communications Corporation. In this Agreement "Licensor" shall mean Netscape except under the following circumstances: (i) if Licensee acquired the Product as a bundled component of a third party product or service, then such third party shall be Licensor; and (ii) if any third party software is included as part of the Product installation and no license is presented for acceptance the first time that third party software is invoked, then the use of that third party software shall be governed by this Agreement, but the term "Licensor," with respect to such third party software, shall mean the manufacturer of that software and not Netscape. With the exception of the situation described in (ii) above, the use of any included third party software product shall be governed by the third party's license agreement and not by this Agreement, whether that license agreement is presented for acceptance the first time that the third party software is invoked, is included in a file in electronic form, or is included in the package in printed form. If more than one license agreement was provided for the Product, and the terms vary, the order of precedence of those license agreements is as follows: a signed agreement, a license agreement available for review on the Netscape website, a printed or electronic agreement that states clearly that it supersedes other agreements, a printed agreement provided with the Product, an electronic agreement provided with the Product.

2. LICENSE GRANT. Licensor grants Licensee a non-exclusive and non-transferable license to reproduce and use for personal or internal business purposes the executable code version of the Product, provided any copy must contain all of the original proprietary notices. This license does not entitle Licensee to receive from Netscape or its suppliers hard-copy documentation, technical support, telephone assistance, or enhancements or updates to the

Product.

3. **RESTRICTIONS.** Except as otherwise expressly permitted in this Agreement, or in another Netscape agreement to which Licensee is a party such as the Netscape Client Customization Kit License Agreement (the "CCK License Agreement") or a distribution agreement, such as the Netscape Browser Distribution Program License Agreement, Licensee may not:

(i) modify or create any derivative works of the Product or documentation, including customization, translation or localization; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for the Product (except to the extent applicable laws specifically prohibit such restriction or as provided by the Netscape Public License or Mozilla Public License for portions of the Product governed by those licenses); (iii) redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer rights to the Product; (iv) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Product; or (v) publish any results of benchmark tests run on the Product to a third party without Netscape's prior written consent.

4. **FEES.** There is no license fee for the Product. If Licensee wishes to receive the Product on media, there may be a small charge for the media and for shipping and handling. Licensee is responsible for any and all taxes.

5. **TERMINATION.** Without prejudice to any other rights, Licensor may terminate this Agreement if Licensee breaches any of its terms and conditions. Upon termination, Licensee shall destroy all copies of the Product.

6. **PROPRIETARY RIGHTS.** Title, ownership rights, and intellectual property rights in the Product shall remain in Netscape and/or its suppliers. Licensee acknowledges such ownership and intellectual property rights and will not take any action to jeopardize, limit or interfere in any manner with Netscape's or its suppliers' ownership of or rights with respect to the Product. The Product is protected by copyright and other intellectual property laws and by international treaties. Title and related rights in the content accessed through the Product are the property of the applicable content owner and are protected by applicable law. The license granted under this Agreement gives Licensee no rights in or to such content.

7. **USE AND AVAILABILITY OF OPEN SOURCE CODE.** Portions of the Product were created using source code governed by the Netscape Public License (NPL) and the Mozilla Public License (MPL). The source code for the portions of the Product governed by the NPL and MPL is available from <http://www.mozilla.org> under those licenses.

8. **USE OF THE AOL INSTANT MESSENGER SOFTWARE AND SERVICE.** The Product may include AOL (r) Instant Messenger (tm) software, accessible, for example, through the Buddy List (r) Sidebar feature. Licensee's use of the Instant Messenger software and service is subject to

Licensee's acceptance of the "License Agreement for AOL Instant Messenger (tm) Software" attached below.

9. **DISCLAIMER OF WARRANTY.** THE PRODUCT IS PROVIDED FREE OF CHARGE AND ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES THAT THE PRODUCT IS FREE OF DEFECTS, VIRUS FREE, ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. LICENSOR AND ITS SUPPLIERS HAVE NO LIABILITY WITH RESPECT TO USE OF THE PRODUCT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PRODUCT IS BORNE BY LICENSEE, WHO ASSUMES THE ENTIRE COST OF ANY SERVICE AND REPAIR. IN ADDITION, THE SECURITY MECHANISMS IMPLEMENTED BY THE PRODUCT HAVE INHERENT LIMITATIONS, AND LICENSEE MUST DETERMINE THAT THE PRODUCT SUFFICIENTLY MEETS ITS REQUIREMENTS. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO USE OF THE PRODUCT IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

10. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR OR ITS AFFILIATES OR THEIR RESPECTIVE SUPPLIERS OR RESELLERS OR CONTRIBUTORS TO THE SOURCE CODE OF THE PORTIONS OF THE PRODUCT AVAILABLE FROM [HTTP://WWW.MOZILLA.ORG](http://www.mozilla.org) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN ANY CASE, LICENSOR'S AND ITS AFFILIATES' ENTIRE COLLECTIVE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE FEES LICENSEE PAID FOR THIS LICENSE (IF ANY) AND FEES FOR SUPPORT OF THE PRODUCT RECEIVED BY LICENSOR UNDER A SEPARATE SUPPORT AGREEMENT (IF ANY) AND REPLACEMENT OF DEFECTIVE MEDIA OR PROVISION OF A REASONABLY SIMILAR PRODUCT, AS DETERMINED AT LICENSOR'S SOLE DISCRETION, WITH THE EXCEPTION OF DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF LICENSOR TO THE EXTENT APPLICABLE LAW

PROHIBITS THE LIMITATION OF DAMAGES IN SUCH CASES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU. LICENSOR IS NOT RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF CONTENT PROVIDED BY LICENSEE OR A THIRD PARTY THAT IS ACCESSED THROUGH THE PRODUCT AND/OR ANY MATERIAL LINKED THROUGH SUCH CONTENT. LICENSOR IS NOT RESPONSIBLE FOR ANY LIABILITY, WHETHER FOR INFRINGEMENT OR OTHERWISE, ARISING OUT OF THE USE OF THOSE PORTIONS OF THE PRODUCT AVAILABLE FROM [HTTP://WWW.MOZILLA.ORG](http://www.mozilla.org).

11. **DIGITAL CERTIFICATES.** The Product supports certain cryptographic and authentication features, including but not limited to Secure Sockets Layer communications, that may require the installation and/or use of a digital certificate. Digital certificates are issued, validated, and revoked by third-party certification authorities ("CAs") over which Licensor has no control. Licensee is solely responsible for familiarizing itself with the terms and conditions established by a CA for the use of, or reliance upon, its digital certificates, including but not limited to any obligation of Licensee to validate a digital certificate, maintain the security of a cryptographic key or password, or pay fees for certification services. Netscape has preloaded digital certificates of certain CAs into the Product in order to facilitate the recognition of digital certificates that such CAs have issued to persons, organizations, or devices (including software code). LICENSEE IS SOLELY RESPONSIBLE FOR ANY DECISION TO USE OR RELY UPON A DIGITAL CERTIFICATE, INCLUDING THOSE DIGITAL CERTIFICATES THAT NETSCAPE HAS PRELOADED INTO THE PRODUCT. NETSCAPE BEARS NO RESPONSIBILITY FOR THE VALIDITY OR ACCURACY OF ANY DIGITAL CERTIFICATE, OR FOR THE SECURITY OR INTEGRITY OF ANY TRANSACTION OR COMMUNICATION AUTHENTICATED BY A DIGITAL CERTIFICATE.

12. **EXPORT / IMPORT.** Licensee agrees to comply with all export and import laws and restrictions and regulations of the United States and foreign countries, and not to export, re-export or import the Product or any direct product thereof in violation of any such restrictions, laws or regulations, or without all necessary authorizations. Neither the Product nor the underlying information or technology may be downloaded or otherwise exported or re-exported (i) to Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria, or any other country subject to U.S. trade sanctions applicable to the Product, to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions; or (ii) to any named party or individual on the U.S. Department of Treasury, Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, and/or the U.S. Department of Commerce, Bureau of Export Administration Denied

Persons List or Entity List. Licensee acknowledges that the software contains encryption technology, the export of which is restricted by the U.S. and certain foreign laws. By downloading or using the Product, Licensee agrees to the foregoing, and represents and warrants that it complies with these conditions.

13. **HIGH RISK ACTIVITIES.** The Product is not fault-tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as, but not limited to, the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Product could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Accordingly, Licensor and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities. Licensee agrees that Licensor and its suppliers will not be liable for any claims or damages arising from the use of the Product in such applications.

14. **BROWSER DOWNLOAD FEEDBACK.** When downloaded and installed onto your computer, the Product may automatically send information relating to the download and install process to Netscape. Netscape may use the information for such purposes as improving the reliability of the download and install process and improving its services to users. The information may include, for example, the configuration of the Product downloaded and installed, conflicts or errors encountered during the download and install process, conflicts created during the download and install process based on the hardware configuration encountered, and/or success of the download and install process. No user identifiable data is included in the information sent to Netscape.

15. **U.S. GOVERNMENT END-USERS.** The Product is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End-Users acquire the Product with only those rights set forth herein.

16. **MISCELLANEOUS.** (a) Except to the extent applicable law, if any, provides otherwise, this Agreement shall be governed by the laws of the Commonwealth of Virginia, U.S.A., excluding its conflict of law provisions. (b) Licensee expressly agrees that jurisdiction for any claim or dispute arising from the use of the Product resides in the federal and state courts of the Commonwealth of Virginia. (c) This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. (d) If any part of this Agreement is held invalid or unenforceable, that part shall be construed to reflect the parties' original intent, and the remaining portions remain in full force and effect. (e) The controlling language of this

Agreement is English. If Licensee has received a translation into another language, it has been provided for Licensee's convenience only. (f) A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. (g) Licensee may not assign or otherwise transfer by operation of law or otherwise this Agreement or any rights or obligations herein except in the case of a merger or the sale of all or substantially all of Licensee's assets to another entity. (h) This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns. (i) Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay) or interruption of service resulting directly or indirectly from any cause beyond its reasonable control. (j) If any dispute arises under this Agreement, the prevailing party shall be reimbursed by the other party for any and all legal fees and costs associated therewith. (k) Licensor may use Licensee's name in any customer reference list or in any press release issued by Licensor regarding the licensing of the Product and/or provide Licensee's name and the names of the Product licensed by Licensee to third parties.

Netscape 7.0 EULA  
rev. 07/24/02

License Agreement for AOL(r) Instant Messenger (tm)  
Software

The AOL Instant Messenger software (the "Software") is provided to you free of charge, "AS IS," subject to the terms and conditions of this License Agreement (the "Agreement"). Please read this Agreement in full before using the Software. **ONLY INDIVIDUALS WHO HAVE AGREED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT MAY USE THE SOFTWARE AND ACCESS THE AOL INSTANT MESSENGER SERVICE (THE "SERVICE").**

**BY CLICKING BELOW, YOU AGREE TO USE THE SOFTWARE AND SERVICE AS PROVIDED IN THIS AGREEMENT.**

1. Limited License. Subject to the terms and conditions of this Agreement, AOL grants you a limited, non-exclusive license to use the Software to access the Service only as an authorized user of such Service.

2. Restrictions on Use. You may not create or use any software other than the Software provided by AOL to enter your screen name and password or to access the Service, without the express written authorization of AOL. You may not modify, reverse engineer, decompile or disassemble the Software or in any way ascertain, decipher, or obtain the communications protocol for accessing the Service. You may not adapt, alter, modify, translate, or create derivative works of the Software without the express written authorization of AOL. You may not block, disable or otherwise affect any advertising,

advertisement banner window, links to other sites and services, or other features that constitute an integral part of the Software and Service. You may not incorporate, integrate or otherwise include the Software or any portion thereof (including the communications protocols) into any software, program or product that communicates, accesses, or otherwise connects with the Service or any other instant messaging, Internet, or online service. You further agree to abide by all laws and regulations in effect regarding your use of the Software and Service and agree to indemnify AOL, its officers, agents, employees and directors for any damages incurred as a result of a violation of this paragraph. Finally, you may not authorize or assist any third party to do any of the things described in this paragraph.

3. Additional Terms. You acknowledge that there may be features or additional services made available on the Service for a fee. If you choose to utilize such features or services, you agree to be bound by any additional terms and conditions governing the use of such features or services.

4. Your Representations. You represent and warrant that you have the adequate legal capacity to enter into this Agreement. You further represent and warrant that you will use the Software only for lawful purposes and in accordance with this Agreement, and that you will not use the Software to violate any law, regulation or ordinance or any right of AOL or any third party, including, without limitation, any right of privacy, publicity, copyright or trademark.

5. Terms of Use and Privacy Policy. This Service participates in the Netscape Network. If you become a member of the Netscape Network, then the Netscape Network Member Agreement and Privacy Policy (the "Netscape Network Policies") govern your use of this Service. You can view these policies at <http://about.netscape.com/Networkprivacy/index.html> and <http://about.netscape.com/Networkterms/index.html>. If you are not a member of the Netscape Network, then the AOL.com Terms of Use and privacy policy (the "AOL Policies") govern your use of this Service. You can view these policies at <http://www.aol.com/copyright.html> and <http://www.aol.com/info/privacy.html>. Both AOL and the Netscape Network reserve the right to terminate your license to the Software and your access to the Service without notice, if, in either AOL or the Netscape Network's sole discretion, there has been a violation of the AOL Policies or the Netscape Network Policies, whichever are applicable to you.

6. Termination. Should you breach this Agreement, your right to use the Software shall terminate immediately and without notice. You may also terminate this Agreement by simply discontinuing use of the Software. In the event of any termination of this Agreement, the restrictions on your use of the Software as set forth in Paragraph 2 ("Restrictions on Use") shall survive such termination, and you agree to be bound by those terms.

7. No support by AOL. You understand that you use the Software and Service

at your own risk and that AOL provides no assistance or support for your use of the Software or Service.

8. Disclaimer of Warranty. THE SOFTWARE IS PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES THAT THE SOFTWARE IS (A) FREE OF DEFECTS OR ERRORS, (B) VIRUS FREE, (C) ABLE TO MEET ANY REQUIREMENTS OF YOU OR ANYONE ELSE, (D) ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, (E) MERCHANTABLE, (F) FIT FOR A PARTICULAR PURPOSE OR (G) NON-INFRINGEMENT, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. AOL SHALL HAVE NO LIABILITY WITH RESPECT TO USE OF THE SOFTWARE.

9. Limitation of Liability. NEITHER AOL, ITS EMPLOYEES, DISTRIBUTORS, SUPPLIERS, DIRECTORS, NOR AGENTS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOST DATA, IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IN THE EVENT SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, AOL'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

10. No Trademark License. No license is granted to you in this Agreement, either expressly or implicitly, to use any trademark, service mark, names, or logos of AOL, including America Online, AOL, AOL Instant Messenger, Instant Messenger, AIM and the Running Man logo. AOL owns all intellectual property in the Software and the proprietary AOL name space database, including but not limited to AOL components and algorithms and access to the Service server complex. AOL and the Netscape Network, if applicable, owns all customer data collected through the Service registration process.

11. Injunctive Relief. You acknowledge that the Software contains AOL's proprietary and confidential information, and that disclosure of such information or misuse of the Software will give rise to irreparable injury to AOL, inadequately compensable in damages. Accordingly, AOL may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available.

12. Construction. If any part of the Agreement is held invalid or unenforceable, that portion shall be construed to reflect the parties' original intent, and the remaining portions remain in full force and effect. The laws of

the Commonwealth of Virginia, excluding its conflicts-of-law rules, govern this Agreement, and you expressly agree that jurisdiction for any claim or dispute arising from the use of the Software resides in the federal and state courts of the Commonwealth of Virginia.