

## Stealth Ideas, Inc. Software License Agreement

### STEALTHSURFER - End User License Agreement

IMPORTANT- PLEASE READ CAREFULLY: BY USING STEALTHSURFER SOFTWARE (AS DEFINED BELOW), COPYING THE SOFTWARE AND/OR CLICKING ON THE "OK" TO ACCEPT BUTTON , YOU (EITHER ON BEHALF OF YOURSELF AS AN INDIVIDUAL OR ON BEHALF OF AN ENTITY AS ITS AUTHORIZED REPRESENTATIVE) AGREE TO ALL OF THE TERMS OF THIS END USER LICENSE AGREEMENT ("AGREEMENT") REGARDING YOUR USE OF THE SOFTWARE. IF YOU DO NOT AGREE WITH ALL OF THE TERMS OF THIS AGREEMENT, CLICK ON THE "CANCEL" BUTTON AND/OR DO NOT COPY OR OTHERWISE USE THE SOFTWARE.

#### 1. GRANT OF LICENSE:

Subject to the terms below, STEALTH IDEAS, INC. ("SI") hereby grants you a non-exclusive, non-transferable license to install and to use the StealthSurfer ("Software"). Your license is free to you for the term of the Agreement and you may: (i) use the Software on one or more computers for your personal, internal use; and (ii) copy the Software for back-up or archival purposes. Whether you are licensing the Software as an individual or on behalf of an entity, you may not: (i) reverse engineer, decompile, or disassemble the Software; (ii) modify, or create derivative works based upon, the Software in whole or in part; (iii) distribute copies of the Software; (iv) remove any proprietary notices or labels on the Software; or (v) resell, lease, rent, transfer, sublicense, or otherwise transfer rights to the Software; (vi) copy software onto another USB device.

#### 2. INTEGRATED PRDOUCT:

You acknowledge that StealthSurfer is a system of proprietary software from Stealth Ideas, Inc. and is integrated with software from third parties. You agree to have read, accept and abide by the End User License Agreements (EULA) of all third party software provided by Stealth Ideas, Inc. and included on your StealthSurfer.

#### 3. TITLE:

You acknowledge that no title to the intellectual property in the Software is transferred to you. Title, ownership, rights, and intellectual property rights in and to the Software shall remain in Stealth Ideas, Inc. The Software is protected by copyright and patent laws of the United States and international treaties.

#### 4. UPDATES:

From time to time, SI may make available updates to the software. All updates to the Software are governed by this Agreement, unless other license terms are provided with the update.

#### 5. ONLINE ACTIVATION:

Customer hereby agrees to an online activation process for StealthSurfer in which the StealthSurfer Software checks the validity of Customer's Software license by contacting the Stealth Ideas server via the Internet. Customer also agrees that online activation may be used to enforce provisions of this Agreement that allows use of one StealthSurfer Software license per StealthSurfer USB device.

#### 6. NON-TRANSMISSION OF PERSONAL DATA AND UPDATES

StealthSurfer Software does NOT transmit personal information that is contained on your StealthSurfer unit. StealthSurfer does NOT send information about sites that you visit or any information about your browsing to any servers. StealthSurfer does check with the SI server for its new version and security patches periodically. If it finds a version that is newer than the current installed version, StealthSurfer Software will automatically upgrade itself. The checking of new versions results in registration data to be transmitted to SI servers and is stored on the server. This information includes unique registration keys and product keys but is not uniquely identifiable to a specific user. Customer hereby allows such transmissions to occur.

#### 7. DISCLAIMER OF WARRANTY:

The Software is provided to you at no, or minimal charge. YOU AGREE THAT SI HAS MADE NO EXPRESS WARRANTIES, ORAL OR WRITTEN, TO YOU REGARDING THE PRODUCTS AND THAT THE PRODUCTS ARE BEING PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND. SI DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY,

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#### 8. LIMITATION OF LIABILITY:

You must assume the entire risk of using the program. IN NO EVENT SHALL SI BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE SI SOFTWARE, EVEN IF SI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SI' LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE LICENSE FEE PAID BY YOU, PROVIDED, HOWEVER, IF THE RELEVANT PRODUCT WAS PROVIDED TO YOU AT NO CHARGE YOU AGREE SI SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES. THIS LIMITATION SHALL APPLY TO CLAIMS OF PERSONAL INJURY TO THE EXTENT PERMITTED BY LAW.

9. USE FOR ILLEGAL ACTIVITIES PROHIBITED: It is prohibited to use StealthSurfer in violation of the terms herein, or in any illegal activities. Illegal activities include, but are not limited to, tampering with information data bases and software, unauthorized entry to other networks or computers, trafficking in illegal products or substances, disobeying trade restrictions, violating civil rights laws or knowledgeable vandalism or destruction of online files. You shall comply with all applicable laws, statutes, ordinances and regulations regarding your use of the Sites including U.S. export laws and regulations, which regulate the distribution of materials and services originating in the United States.

#### 10. TERMINATION:

This Agreement shall terminate automatically if you fail to comply with the limitations described in this Agreement, or if you are licensing the Software on behalf of an entity and do not elect to continue the license. No notice shall be required from SI to effect such termination. Upon termination you must uninstall and destroy all copies of the Software.

#### 11. GOVERNMENT CUSTOMERS:

If you are acquiring StealthSurfer on behalf of any unit or agency of the United States Government, the following provisions apply. The Government agrees that:

- (i) if StealthSurfer is supplied to the Department of Defense (DoD), StealthSurfer is classified as "Commercial Computer Software" and the Government is acquiring only "restricted rights" in StealthSurfer and their documentation as that term is defined in Clause 252.227-7013(c)(1) of the DFARS; and
- (ii) if StealthSurfer is supplied to any unit or agency of the United States Government other than DoD, the Government's rights in StealthSurfer and its documentation will be as defined in Clause 52.227-19(c)(2) of the FAR or, in the case of NASA, in Clause 18-52.227-86(d) of the NASA Supplement to the FAR.

#### 12. MISCELLANEOUS:

##### (i) Severability.

In the event of invalidity of any provision of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement.

##### (ii) Export.

You agree that you will not export or re-export the Software outside of the jurisdiction in which you obtained it without the appropriate United States or foreign government licenses.

##### (iii) Governing Law.

This Agreement will be governed by the laws of the State of California as they are applied to agreements between California residents entered into and to be performed entirely within California. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

##### (iv) Entire Agreement.

You agree that this is the entire agreement between you and SI, which supersedes any prior agreement, whether written or oral, and all other communications between SI and you relating to the subject matter of this Agreement.

##### (v) Reservation of rights.

All rights not expressly granted in this Agreement are reserved by Stealth Ideas, Inc.

# Anonymizer, Inc. Software License Agreement

## ANONYMIZER 2005 - End User License Agreement for Personal, NON-COMMERCIAL Use

**COMMERCIAL/ENTERPRISE USERS:** Anonymizer 2005 is for personal, non-commercial use. If you are interested in evaluating Anonymizer's privacy services, please contact us at (888) 270-0141 ext. 339 or e-mail us at [enterprise@anonymizer.com](mailto:enterprise@anonymizer.com).

**IMPORTANT- PLEASE READ CAREFULLY:** BY INSTALLING THE SOFTWARE (AS DEFINED BELOW), COPYING THE SOFTWARE AND/OR CLICKING ON THE "ACCEPT" BUTTON BELOW, YOU (EITHER ON BEHALF OF YOURSELF AS AN INDIVIDUAL OR ON BEHALF OF AN ENTITY AS ITS AUTHORIZED REPRESENTATIVE) AGREE TO ALL OF THE TERMS OF THIS END USER LICENSE AGREEMENT ("AGREEMENT") REGARDING YOUR USE OF THE SOFTWARE. IF YOU DO NOT AGREE WITH ALL OF THE TERMS OF THIS AGREEMENT, CLICK ON THE "NO" BUTTON AND/OR DO NOT INSTALL, COPY OR OTHERWISE USE THE SOFTWARE.

### 1. GRANT OF LICENSE:

Subject to the terms below, ANONYMIZER, INC.

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You acknowledge that no title to the intellectual property in the Software is transferred to you. Title, ownership, rights, and intellectual property rights in and to the Software shall remain in ANONYMIZER. The Software is protected by copyright and patent laws of the United States and international treaties.

### 3. UPDATES:

From time to time, ANONYMIZER may make available updates to the software. You may download and install or otherwise use those updates to the software that are released by ANONYMIZER within one year of software registration date. You must complete the product registration form during software installation to be notified of software updates. All updates to the Software are governed by this Agreement, unless other license terms are provided with the update.

### 4. DISCLAIMER OF WARRANTY:

The Software is provided to you at no, or minimal charge. YOU AGREE THAT ANONYMIZER HAS MADE NO EXPRESS WARRANTIES, ORAL OR WRITTEN, TO YOU REGARDING THE PRODUCTS AND THAT THE PRODUCTS ARE BEING PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND. ANONYMIZER DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. ANONYMIZER SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, COVER, RELIANCE, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFIT) ARISING FROM ANY CAUSE UNDER OR RELATED TO THIS AGREEMENT.

### 5. LIMITATION OF LIABILITY:

You must assume the entire risk of using the program. IN NO EVENT SHALL ANONYMIZER BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE ANONYMIZER SOFTWARE, EVEN IF ANONYMIZER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL ANONYMIZER' LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE LICENSE FEE PAID BY YOU, PROVIDED, HOWEVER, IF THE RELEVANT PRODUCT WAS PROVIDED TO YOU AT NO CHARGE YOU AGREE ANONYMIZER SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES. THIS LIMITATION SHALL APPLY TO CLAIMS OF PERSONAL INJURY TO THE EXTENT PERMITTED BY LAW.

### 6. TERMINATION:

This Agreement shall terminate automatically if you fail to comply with the limitations described in this Agreement, or if you are licensing the Software on behalf of an entity and do not elect to continue the license following the expiration of the introductory period or you do not renew any one (1) year license with ANONYMIZER. No notice shall be required from ANONYMIZER to effect such termination. Upon termination, except for failure to renew, you must uninstall and destroy all copies of the Software.

### 7. MISCELLANEOUS:

#### - Severability.

In the event of invalidity of any provision of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement.

#### - Export.

You agree that you will not export or re-export the Software outside of the jurisdiction in which you obtained it without the appropriate United States or foreign government licenses.

#### - Governing Law.

This Agreement will be governed by the laws of the State of California as they are applied to agreements between California residents entered into and to be performed entirely within California. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

#### - Entire Agreement.

You agree that this is the entire agreement between you and ANONYMIZER, which supersedes any prior agreement, whether written or oral, and all other communications between ANONYMIZER and you relating to the subject matter of this Agreement.

#### - Reservation of rights.

All rights not expressly granted in this Agreement are reserved by ANONYMIZER. Anonymizer is a trademark of Anonymizer, Inc.

## ROBOFORM END USER SOFTWARE LICENSE AGREEMENT

IMPORTANT: YOU SHOULD CAREFULLY READ THIS LEGAL AGREEMENT BEFORE INSTALLING THIS PACKAGE. BY INSTALLING ROBOFORM FREE OR ROBOFORM PRO YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE THAT YOU WILL BE LEGALLY BOUND BY THEM. IF THESE TERMS AND CONDITIONS ARE NOT ACCEPTABLE TO YOU, DO NOT CONTINUE TO INSTALL

THIS SOFTWARE. ROBOFORM FREE AND ROBOFORM PRO LICENSE TERMS

Siber Systems Inc ("Siber") grants you ("Customer") a license to use RoboForm Free and/or RoboForm Pro and their documentation ("RoboForm"), subject to the separate, applicable provisions below. RoboForm may also be called "AI RoboForm" in RoboForm documentation, web site and the program itself. For purposes of the provisions contained below, the term "Customer" shall also apply to Non-Profit Customers as defined below, unless expressly stated otherwise.

### I. LICENSE FOR FREE VERSION OF ROBOFORM (ROBOFORM FREE)

Customer may use RoboForm for free during the Trial Period of Thirty (30) days, starting on the date of the first installation of RoboForm on Customer's computer. Customer must purchase RoboForm Pro once the Trial Period ends or uninstall RoboForm. Each Customer is allowed only one trial.

#### EXCEPTION FOR NON-PROFIT CUSTOMERS.

Non-Profit Customers (but not other Customers) are allowed to use RoboForm for free after the 30-day Trial Period ends, subject to limitations as described below.

Non-Profit Customer is defined as a customer who uses RoboForm in non-commercial environment for non-profit activity. All Customers who use AI RoboForm in a business, government, military, or religious institution are not Non-Profit Customers for the purposes of this agreement. Customers that are students of accredited universities and high schools are classified as Non-profit Customers even if a school or university is owned and operated by a government.

Customer agrees that RoboForm Free has certain limitations, that these limitations may change over time without notice or obligation on the part of Siber. These limitations are described at <http://www.roboform.com/why-pro.html> and are incorporated into this Agreement by reference. It is the Non-Profit Customer's responsibility to review these limitations and abide by them. The Nonprofit Customer agrees to be legally bound by these limitations when using RoboForm Free.

II. LICENSE FOR ROBOFORM PRO VERSION Customer who purchased a license for RoboForm Pro is granted a nonexclusive license to use RoboForm Pro on a single computer only. If a Customer has several computers, Customer shall purchase additional RoboForm Pro licenses for each computer that Customer installs RoboForm Pro on.

Customer shall not use RoboForm Pro for commercial timesharing. Customer shall not rent RoboForm Pro license to other parties.

ONLINE ACTIVATION: Customer hereby agrees to Online Activation process for RoboForm Pro in which RoboForm checks the validity of Customer's RoboForm Pro license by contacting the Siber server via the Internet. Customer also agrees that Online Activation may be used to enforce provision of this Agreement that allows use of one RoboForm Pro license only on one computer.

ROBOFORM PRO USERS MANAGEMENT SYSTEM: Personal data of customers that purchase RoboForm Pro is stored in RoboForm Pro Users Management System (PUMS). Only the data that customers or their agents enter into the RoboForm Pro purchase web page is stored in the database. Customer hereby allows Siber to store this data on Siber server. This data shall be used for purchase tracking, reactivation of RoboForm Pro licenses, refund and chargeback tracking and other customer service purposes.

Customer allows Siber to send infrequent product update newsletters and promotional offers to email and postal addresses stored in PUMS.

REFUNDS: Siber will refund the full amount paid for RoboForm Pro license if:

- The refund request is received by Siber within 30 days of the date of purchase of RoboForm Pro by Customer, and
- Customer provides Proof of Purchase, which is the original email receipt for RoboForm Pro, and
- Siber is able to locate Customer in the Pro Users Database (PUMS) using the data provided by Customer.

### III. GENERAL PROVISIONS FOR ROBOFORM FREE AND PRO

Customer shall not remove any product identification, copyright notices, or other notices or proprietary restrictions from RoboForm.

Customer shall not cause or permit reverse engineering, disassembly, or decompilation of RoboForm.

**COPYRIGHT/OWNERSHIP OF PROGRAM:** RoboForm is the proprietary product of Siber Systems and its licensors and it is protected by copyright, trade secret and other intellectual property laws.

Customer acquires only the right to use RoboForm and does not acquire any rights, express or implied, in RoboForm or media containing RoboForm other than those specified in this License.

Siber Systems, or its licensor, shall at all times retain all rights, title, interest, including intellectual property rights, in RoboForm and media.

**PERSONAL DATA IN ROBOFORM:** All data that Customer enters into RoboForm Identities, Passcards and SafeNotes is stored only locally on Customer's computer in files with RFT, RFP and RFN extensions. Customer understands that deletion of or damage to RFT, RFP and RFN files will cause irreversible loss of personal information contained in these files and customer accepts the risk of such loss.

**NON-TRANSMISSION OF PERSONAL DATA:** RoboForm does NOT transmit any data that is contained in Identities, Passcards and SafeNotes over the Internet. However, if Customer or a program running on Customer's computer causes RoboForm to fill an online form with such personal data, then submission of this form will result in this data being sent over the Internet but this shall be deemed not to be caused by RoboForm.

RoboForm does NOT send information about sites that you visit or any information about your browsing to any servers.

**TRANSMISSION OF DATA IN AUTOUPDATE:** RoboForm checks Siber Systems server [www.siber.com](http://www.siber.com) for its new version and security patches approximately once a day. If it finds a version that is newer than the version that you have, RoboForm will offer you to upgrade. The checking of new version results in technical data such as operating system and browser version and Registration Data to be transmitted to Siber server and stored on this server. Customer hereby allows such transmissions to occur.

Registration Data is defined as Customer name, e-mail address and person/company who referred Customer (referrer) that Customer enters into the Registration Dialogue that appears when Customer runs RoboForm for the first time. The registration data may be different from similar data stored in Customer's Identity. Customer can edit Registration Data by opening "Options", clicking "Version" tab and then clicking "Registration Info" button. Registration Data is not required to be accurate or complete, and it may be not present at all (empty values). Customer allows Siber to send infrequent product update newsletters and promotional offers to email addresses obtained from Registration Data.

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SIBER FURTHER DOES NOT WARRANT THAT PRIVATE INFORMATION THAT BELONGS TO YOU AND THAT YOU STORE IN ROBOFORM WILL NOT BE STOLEN OR OTHERWISE ACQUIRED BY THIRD PARTIES.

**LIMITATION OF LIABILITY:** NEITHER SIBER SYSTEMS NOR ANY OF ITS LICENSORS SHALL BE LIABLE FOR ANY DAMAGES CAUSED BY ROBOFORM INCLUDING BUT NOT LIMITED TO INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, LOSS OF SAVINGS, REVENUE, DATA, INCURRED BY CUSTOMER OR ANY THIRD PARTY, EVEN IF SIBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**TERMINATION:** This License is effective until terminated or upon expiration of the 30-day free trial period where applicable. You may terminate this Agreement at any time by uninstalling RoboForm and deleting all its files. This License will terminate immediately without notice from Siber if you fail to comply with any provision of this License. Upon termination or expiration of this License you must uninstall RoboForm and delete all its files.

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**GOVERNMENT CUSTOMERS:** If you are acquiring RoboForm on behalf of any unit or agency of the United States Government, the following provisions apply. The Government agrees that:

- (i) if RoboForm is supplied to the Department of Defense (DoD), RoboForm is classified as "Commercial Computer Software" and the Government is acquiring only "restricted rights" in RoboForm and their documentation as that term is defined in Clause 252.227-7013(c)(1) of the DFARS; and
- (ii) if RoboForm is supplied to any unit or agency of the United States Government other than DoD, the Government's rights in RoboForm and its documentation will be as defined in Clause 52.227-19(c)(2) of the FAR or, in the case of NASA, in Clause 18-52.227-86(d) of the NASA Supplement to the FAR.

**EXPORT LAW ASSURANCE:** Customer shall comply fully with all laws and regulations of the United States and other countries (Export Laws) to assure that neither RoboForm, nor any direct products thereof are Exported, directly or indirectly, in violation of Export Laws, or are used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation. If RoboForm have been rightfully obtained by you outside of the United States, you agree that you will not re-export RoboForm nor any other technical data received, nor the direct product thereof, except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which you obtained RoboForm.

**JURISDICTION AND DISPUTES:** This Agreement shall be governed by the laws of Virginia. All disputes hereunder shall be resolved in the applicable state or federal courts of Virginia. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available. In any litigation arising out of this Agreement or related to use or function of RoboForm, Siber shall be entitled to all legal costs and attorney's fees incurred in mediation, arbitration, suit and on appeal.

**SEVERABILITY:** If for any reason a court of competent jurisdiction finds any provision of this License or portion thereof, to be unenforceable, that provision of the License shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this License shall continue in full force and effect.

**COMPLETE AGREEMENT:** This License constitutes the entire agreement between the parties with respect to the use of RoboForm and the related documentation, and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by a duly authorized representative of Siber Systems.

#### IV. PRIVACY

**ROBOFORM WEB SITE:** RoboForm web site does not use cookies to track users. However, RoboForm affiliates and advertisers may use cookies that allow Siber to track who referred a customer to our web sites.

**ROBOFORM PRO PURCHASES:** see Section II for privacy provisions.

**PERSONAL DATA IN ROBOFORM:** see Section III for privacy provisions.

**CUSTOMER HEREBY ACKNOWLEDGES THAT CUSTOMER HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**MOZILLA FOUNDATION  
MOZILLA FIREFOX END-USER SOFTWARE LICENSE AGREEMENT**

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2. TERMINATION. If you breach this Agreement your right to use the Product will terminate immediately and without notice, but all provisions of this Agreement except the License Grant (Paragraph 1) will survive termination and continue in effect. Upon termination, you must destroy all copies of the Product.

3. PROPRIETARY RIGHTS. Portions of the Product are available in source code form under the terms of the Mozilla Public License and other open source licenses (collectively, "Open Source Licenses") at <http://www.mozilla.org>. Nothing in this Agreement will be construed to limit any rights granted under the Open Source Licenses. Subject to the foregoing, Mozilla, for itself and on behalf of its licensors, hereby reserves all intellectual property rights in the Product, except for the rights expressly granted in this Agreement. You may not remove or alter any trademark, logo, copyright or other proprietary notice in or on the Product. This license does not grant you any right to use the trademarks, service marks or logos of Mozilla or its licensors.

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5. LIMITATION OF LIABILITY. EXCEPT AS REQUIRED BY LAW, MOZILLA AND ITS DIRECTORS, LICENSORS, CONTRIBUTORS AND AGENTS (COLLECTIVELY, THE "MOZILLA GROUP") WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE PRODUCT, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOST PROFITS, LOSS OF DATA, AND COMPUTER FAILURE OR MALFUNCTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH SUCH CLAIM IS BASED. THE MOZILLA GROUP'S COLLECTIVE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE GREATER OF \$500 (FIVE HUNDRED DOLLARS) AND THE FEES PAID BY YOU UNDER THIS LICENSE (IF ANY). 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.

6. EXPORT CONTROLS. This license is subject to all applicable export restrictions. You must comply with all export and import laws and restrictions and regulations of any United States or foreign agency or authority relating to the Product and its use.

7. U.S. GOVERNMENT END-USERS. The Product is a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995) and 48 C.F.R. 227.7202 (June 1995). Consistent with 48 C.F.R. 12.212, 48 C.F.R. 27.405(b)(2) (June 1998) and 48 C.F.R. 227.7202, all U.S. Government End Users acquire the Product with only those rights as set forth herein.

8. MISCELLANEOUS. (a) This Agreement constitutes the entire agreement between Mozilla and you concerning the subject matter hereof, and it may only be modified by a written amendment signed by an authorized executive of Mozilla. (b) Except to the extent applicable law, if any, provides otherwise, this Agreement will be governed by the laws of the state of California, U.S.A., excluding its conflict of law provisions. (c) This Agreement will 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 will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. (e) A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. (f) Except as required by law, the controlling language of this Agreement is English. (g) You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms; the Mozilla Foundation may assign its rights under this Agreement without condition. (h) This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

**MOZILLA FOUNDATION  
MOZILLA THUNDERBIRD END-USER SOFTWARE LICENSE AGREEMENT**

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