

SURFONGUARD™ - PRODUCT LICENSE INFORMATION

NOTICE TO USERS: CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT. USE OF THE SOFTWARE PROVIDED WITH THIS AGREEMENT (THE "SOFTWARE") CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL AND/OR USE THIS SOFTWARE. USER'S USE OF THIS SOFTWARE IS CONDITIONED UPON COMPLIANCE BY USER WITH THE TERMS OF THIS AGREEMENT.

1. LICENSE GRANT. Byteweaver LLC grants you, free of charge, a license to use one copy of the version of this SOFTWARE on any one system for as many copies as you activate. "You" means the company, entity or individual completes the activation process. "Use" means storing, loading, installing, executing or displaying the SOFTWARE. You may not modify the SOFTWARE or disable any licensing or control features of the SOFTWARE except as an intended part of the SOFTWARE's programming features. When you use the SOFTWARE for the first time, you are required to activate the SOFTWARE according to the terms and conditions discussed in the SOFTWARE's online documentation at <http://www.defensivesurfing.com/activate/> or you must remove the SOFTWARE from your system. This license is not transferable to any other system, or to another organization or individual. You are expected to use the SOFTWARE on your system. You may NOT lease, rent, sell, or make any profit out of any portion of the Software. You may NOT copy and/or distribute this software to others. The Software may NOT be circulated in any incomplete or modified form, which means you may not alter, delete, or add any files in the distribution package. The activation process may entail a very small payment from you to Byteweaver. This fund is used to help facilitate the distribution of SOFTWARE and constitutes no compensation for Byteweaver's development or production cost; therefore, you agree and understand that there is absolutely no refund of the activation fee, if any.

2. OWNERSHIP. The SOFTWARE is owned and copyrighted by Byteweaver LLC. Your license confers no title or ownership in the SOFTWARE and should not be construed as a sale of any right in the SOFTWARE .

3. COPYRIGHT. The SOFTWARE is protected by United States copyright law and international treaty provisions. You acknowledge that no title to the intellectual property in the SOFTWARE is transferred to you. You further acknowledge that title and full ownership rights to the SOFTWARE will remain the exclusive property of Byteweaver LLC and you will not acquire any rights to the SOFTWARE except as expressly set forth in this license. You agree that any copies of the SOFTWARE will contain the same proprietary notices which appear on and in the SOFTWARE.

4. REVERSE ENGINEERING. You agree that you will not attempt to reverse compile, modify, translate, disassemble, make any attempt to discover the source code of, or create derivative works from the SOFTWARE in whole or in part.

5. NO OTHER WARRANTIES. BYTEWEAVER LLC DOES NOT WARRANT THAT THE SOFTWARE IS ERROR FREE. BYTEWEAVER LLC DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

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

7. NO LIABILITY FOR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL BYTEWEAVER

LLC OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE DELIVERY, PERFORMANCE OR USE OF THE SOFTWARE, EVEN IF BYTEWEAVER LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL BYTEWEAVER LLC' LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE LICENSE FEE PAID BY YOU, IF ANY.

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

9. INDEMNIFICATION. By installing this SOFTWARE and using it to assist your Internet surfing, you acknowledge that it is solely your own responsibility to observe the terms of usage when you visit a Web site. SurfOnGuard™, by default, leaves all blocking selection and decision to you. It is up to you to take whatever action you deem appropriate when blocking conflicts with a Web site's terms of usage and you indemnify Byteweaver of all direct and indirect consequences your action may cause.

10. ENTIRE AGREEMENT. This is the entire agreement between you and Byteweaver LLC which supersedes any prior agreement or understanding, whether written or oral, relating to the subject matter of this license.