

## End User Software License Agreement

Yahoo! Widget Engine, and widgets built by Yahoo!, for Windows and Macintosh.

COPYRIGHT © 2007 Yahoo! Inc.

In order to install the software you must agree to the following software license agreement. This software license agreement is a legally binding contract that should be read in its entirety.

By clicking the "I Accept" or "I Agree" button below, you agree to the software license agreement below and the Yahoo! Terms of Service located at <http://docs.yahoo.com/info/terms/>. If you disagree with any of the Foregoing, you are not granted a license to use the Software; click the "I Decline" or "I Disagree" button to exit the installer.

Data provided by you during installation or use of the software is subject to the Yahoo! Privacy Policy located at <http://privacy.yahoo.com/privacy/us/>.

You acknowledge by your installation of the software that you are at least 18 years old, you have read the software license agreement, the terms of service and the privacy policy, you understand them, and you agree to be bound by their terms.

### 1. License Agreement.

a. The Yahoo! Widget Engine software (the "Yahoo! Widget Engine Software"), the widgets provided with the Yahoo! Widget Engine Software download (the "Widgets"), and the related documentation, local computer files installed by the installer application and any upgrades, enhancements, modifications, updates, revisions, and substitutions to the Yahoo! Widget Engine Software or Widgets (collectively the "Software"), are owned by Yahoo! Inc. ("Yahoo!") or its licensors and content and data providers ("Licensors"). Except as otherwise expressly set forth herein, the Software is licensed to you on a worldwide, non-exclusive, non-sublicensable basis on the terms and conditions set forth herein. This License Agreement (this "License Agreement") defines legal use of the Software and any copies of the Software made by or for you. All rights not expressly granted to you are reserved by Yahoo!, Licensors, or their respective owners.

b. Subject to the terms of this License Agreement, YOU MAY install and personally use the Software provided by Yahoo! (in its sole discretion) on a personal computer owned or controlled by you and may use the Software for your own noncommercial use or benefit. Your license to the Software under this License Agreement continues until it is terminated by either party. You may terminate the License Agreement by discontinuing use of all or any of the Software and by destroying the applicable Software. This License Agreement terminates automatically if you (i) violate any term of this License Agreement, (ii) Yahoo! publicly posts a written notice of termination on the Yahoo! Widgets web site or Yahoo! web site, or (iii) Yahoo! sends a written notice of termination to you.

c. YOU MAY redistribute and use all openly accessible programming code contained within the Widgets (specifically excluding any images, sounds and their respective programming code)

with or without modification, pursuant to the BSD License Copyright © 2005 by the Open Source Initiative (<http://www.opensource.org/index.php>), which requires that the following conditions are met:

(i) redistributions of source code must retain the above copyright notice [Copyright © Yahoo! Inc. 2005], this list of conditions, and the following disclaimer.

(ii) redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

(iii) neither the name of Yahoo! nor the names of its contributors may be used to endorse or promote products derived from the Widgets without specific prior written permission of Yahoo!.

**DISCLAIMER TO BE INCLUDED: THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.**

d. Except as otherwise explicitly stated in Section 1(c) above with respect to Widgets, YOU MAY NOT:

(i) decompile, reverse engineer, disassemble, modify, rent, lease, loan, distribute, or create derivative works (as defined by the U.S. Copyright Act) or improvements (as defined by U.S. patent law) from the Software or any portion thereof.

(ii) incorporate the Software into any computer chip or the firmware of any computing device.

(iii) Use the Software in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with the Terms of Service located at <http://docs.yahoo.com/info/terms/> (the "TOS") or this License Agreement.

(iv) Use the Software to operate nuclear facilities, life support, or other mission critical application where human life or property may be at stake. You understand that the Software is not designed for such purposes and that its failure in such cases could lead to death, personal injury, or severe property or environmental damage for which Yahoo! is not responsible.

(v) use or export the Software in violation of applicable U.S. laws or regulations.

(vi) sell, lease, loan, distribute, transfer, or sublicense the Software or access thereto or derive income from the use or provision of the Software, whether for direct commercial or monetary gain or otherwise, without Yahoo!'s prior, express, written permission.

## 2. Ownership and Relationship of Parties.

The Software is protected by copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the U.S. and other countries. You agree to abide by all applicable proprietary rights laws and other laws, as well as any additional copyright notices or restrictions contained in this License Agreement and in the TOS. Yahoo! and Licensors own all rights, title, and interest in and to their applicable contributions to the Software. This License Agreement grants you no right, title, or interest in any intellectual property owned or licensed by Yahoo!, including (but not limited to) the Software and Yahoo! trademarks, and creates no direct relationship between yourself and Licensors, or between you and Yahoo! other than that of licensor to licensee under this License Agreement.

## 3. Support and Software Updates.

Yahoo! may elect to provide you with customer support and/or software upgrades, enhancements, or modifications (collectively, "Yahoo! Support") for the Software, in its sole discretion, and may terminate such Yahoo! Support at any time without notice to you. Yahoo! may change, suspend, or discontinue any aspect of the Software at any time, including the availability of any Software feature, database, or content. Yahoo! may also impose limits on certain features and services or restrict your access to parts or all of the Software or the Yahoo! Widgets web site or Yahoo! web site without notice or liability.

## 4. Fees and Payments.

Yahoo! reserves the right to charge fees for future use of or access to the Software, Yahoo! Support or the Yahoo! services and web sites relating thereto (collectively, "Software Services") in Yahoo!'s sole discretion.

## 5. Disclaimer of Warranties by Yahoo!.

USE OF THE SOFTWARE AND ANY DATA ACCESSED THROUGH THE SOFTWARE (SUCH AS STOCK QUOTES, MARKET INFORMATION, NEWS, OR OTHER INFORMATION OR SERVICES) IS AT YOUR SOLE RISK AND ARE PROVIDED "AS IS."

ANY MATERIAL OR SERVICE DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THE DOWNLOAD AND/OR USE OF ANY SUCH MATERIAL OR SERVICE.

YAHOO!, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, AND ASSIGNS (COLLECTIVELY, "YAHOO! ENTITIES") AND LICENSORS DO NOT REPRESENT THAT THE SOFTWARE OR ANY DATA ACCESSED THEREFROM

IS APPROPRIATE OR AVAILABLE FOR USE OUTSIDE THE UNITED STATES.

THE YAHOO! ENTITIES, AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SOFTWARE AND ANY DATA ACCESSED THEREFROM, OR THE ACCURACY, TIMELINESS, COMPLETENESS, OR ADEQUACY OF THE SOFTWARE AND ANY DATA ACCESSED THEREFROM, INCLUDING THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

IF THE SOFTWARE OR ANY DATA ACCESSED THEREFROM PROVES DEFECTIVE, YOU (AND NOT THE YAHOO! ENTITIES OR THE LICENSORS) ASSUME THE ENTIRE COST OF ALL REPAIR OR INJURY OF ANY KIND, EVEN IF THE YAHOO! ENTITIES OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH A DEFECT OR DAMAGES. SOME JURISDICTIONS DO NOT ALLOW RESTRICTIONS ON IMPLIED WARRANTIES SO SOME OF THESE LIMITATIONS MAY NOT APPLY TO YOU.

#### 6. Limitation of Liability.

THE YAHOO! ENTITIES AND LICENSORS ARE NOT LIABLE TO YOU FOR ANY AND ALL DIRECT, INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE SOFTWARE, ANY DATA ACCESSED THROUGH THE SOFTWARE, YOUR USE OR INABILITY TO USE OR ACCESS THE SOFTWARE, OR ANY DATA ACCESSED THROUGH THE SOFTWARE, WHETHER SUCH DAMAGE CLAIMS ARE BROUGHT UNDER ANY THEORY OF LAW OR EQUITY. DAMAGES EXCLUDED BY THIS PARAGRAPH INCLUDE, WITHOUT LIMITATION, THOSE FOR LOSS OF BUSINESS PROFITS, INJURY TO PERSON OR PROPERTY, BUSINESS INTERRUPTION, LOSS OF BUSINESS OR PERSONAL INFORMATION. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THIS RESTRICTION MAY NOT APPLY TO YOU.

INFORMATION PROVIDED THROUGH THE SOFTWARE, INCLUDING STOCK QUOTES, ANALYSIS, MARKET INFORMATION, NEWS, AND FINANCIAL DATA, MAY BE DELAYED, INACCURATE, OR CONTAIN ERRORS OR OMISSIONS, AND THE YAHOO! ENTITIES AND LICENSORS WILL HAVE NO LIABILITY WITH RESPECT THERETO. YAHOO! MAY CHANGE OR DISCONTINUE ANY ASPECT OR FEATURE OF THE SOFTWARE OR THE USE OF ALL OR ANY FEATURES OR TECHNOLOGY IN THE SOFTWARE AT ANY TIME WITHOUT PRIOR NOTICE TO YOU, INCLUDING, BUT NOT LIMITED TO, CONTENT, HOURS OF AVAILABILITY.

#### 7. Indemnification.

You are solely responsible for compliance with agreements you have entered into with third parties. You agree to indemnify and hold the Yahoo! Entities harmless from any claim or demand, including reasonable attorneys' fees, made by any third party in connection with or arising out of your use of the Software, your violation of any terms or conditions of this License

Agreement or the TOS, your violation of applicable laws, or your violation of any rights of another person or entity.

#### 8. Government End Users.

If the Software and related documentation are supplied to or purchased by or on behalf of the United States Government, then the Software is deemed to be "commercial software" as that term is used in the Federal Acquisition Regulation system. Rights of the United States shall not exceed the minimum rights set forth in FAR 52.227-19 for "restricted computer software." All other terms and conditions of this License Agreement apply.

#### 9. Controlling Law.

This License Agreement and the relationship between you and Yahoo! is governed by the laws of the State of California without regard to its conflict of law provisions. You and Yahoo! agree to submit to the personal and jurisdiction of the courts located within the county of Santa Clara, California. The United Nations Convention on the International Sale of Goods does not apply to this License Agreement.

#### 10. No General Waiver; Severability.

The failure of Yahoo! to exercise or enforce any right or provision of this License Agreement shall not constitute a waiver of such right or provision. If any provision of this License Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this License Agreement remain in full force and effect.

#### 11. Complete Agreement.

This License Agreement and the TOS constitute the entire understanding between the parties respecting use of the Software, superseding all prior agreements between you and Yahoo!. In the event of any conflict between the terms and conditions of this License Agreement and those in the TOS, the terms and conditions of this License Agreement will control, except to the extent that the TOS impose additional restrictions and liabilities on your actions. In the event of a conflict between the terms of this License Agreement and the TOS, this License Agreement will control to the extent of such conflict.

#### 12. Surviving Provisions.

Sections 1(d), 2, and 4 through 12, will survive any termination of this Agreement.

---