

Konfabulator Consumer License Agreement

Welcome to Yahoo!. This is your legal agreement with Yahoo! (the "License") about your use of Yahoo! software. Yahoo! can update and change this License by posting a new version without notice to you. You can find the most recent version of this License by visiting the Yahoo! Info Center at <http://info.yahoo.com>. If you choose to use the Software after such change, it means you agree to such changes.

The Yahoo Terms of Service located at <http://info.yahoo.com/legal/us/yahoo/utos/utos-173.html> ("TOS") and this License cover your use of the Konfabulator Engine, and Yahoo! Developed Widgets (collectively, "Software") for non-developer, personal, consumer use.

If you use the Software and the Konfabulator Software Development Kit ("SDK") for development purposes, the Konfabulator Developer Terms of Use located at <http://info.yahoo.com/legal/us/yahoo/konfabulator/developerterms/developerterms-1820.html> apply to you.

The software, documentation, and files or materials you get or use after your installation (collectively, the "Software") are licensed to you on a worldwide (except as limited below), non-exclusive, non-sublicenseable basis on the terms and conditions in this License. This License covers all updates, revisions, substitutions, and any copies of the Software made by or for you, which are all considered part of the Software. All rights not expressly granted to you are reserved by Yahoo! or their respective owners.

Here's what you can do with the Software:

- Use the Software for noncommercial use or benefit.
- Make copies of the Software and distribute such copies to others within your employer's organization so long as each recipient agrees to be bound by this License too. If others within your organization do not have this opportunity to agree and you would still like to distribute copies to them, you may do so only if you have the legal right to bind your organization (and others within your organization) to this License. If you do not have this right and the recipients do not have an opportunity to agree to this License, you may NOT distribute the Software to them. Instead, have them download the Software themselves.
- Allow others to use the same copy of the Software, but regardless of whether or not authorized by you, you are responsible for ensuring that any and all uses of the Software comply with this License and all applicable laws.
- Install and personally use the Software in object code form on a personal computer or mobile device owned or controlled by you.

Here's what you can NOT do with the Software:

- Decompile, reverse engineer, disassemble, modify, rent, lease, loan, distribute, or create derivative works or improvements from the Software or any portion thereof, or attempt to discover any source code (if the Software is compiled), protocols or other trade secrets in the Software.
- Obtain or attempt to obtain unauthorized access to the Yahoo! network.
- Incorporate the Software into any hardware or software device that is not your personal device
- Use, export, or re-export the Software in violation of applicable U.S. laws or regulations.

- 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.
- Use the Software in connection with acts of terrorism or violence, or to operate nuclear facilities, life support or other mission critical applications where human life or property may be at stake.
- Use the Software in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this License.

The Software is designed for consumer, personal use. It is not designed for enterprise, commercial, or human safety purposes. Its failure in such cases could lead to injury or damage for which you agree that Yahoo! is not responsible.

Your access to and use of any Yahoo! services or its partner's services while using this Software are subject to the Yahoo! Terms of Service (<http://info.yahoo.com/legal/us/yahoo/utos/utos-173.html>) and the Yahoo! Privacy Policy (<http://info.yahoo.com/privacy/us/all/>), and any additional terms and conditions. Unless Yahoo! expressly tells you otherwise, your access to any third party services or content while using this Software is not the responsibility of Yahoo!.

AUTO-UPDATER FEATURE. From time to time, Yahoo! may automatically download the latest version of the Software and notify you when it's ready to install. Visit the Privacy Module to find out more about this feature, at <http://info.yahoo.com/privacy/us/all/>. If you wish to update your Software, you must agree to the then current Terms of Service before you can install the update on your computer. Yahoo! at its sole discretion may designate certain updates as critical if Yahoo! deems such updates necessary for the integrity, security, and proper functioning of the Software. If you do not accept and install critical updates, Yahoo! reserves the right to terminate your license to the Software.

HOW TO UNINSTALL. To uninstall, go to your operating system Control Panel, select Add/Remove Programs, and select the Yahoo! application that you wish to uninstall. Click the Change/Remove button. Leave the selection on Automatic and click Next. Then click Finish and you are done! You may have to reboot to remove some components. To uninstall on operating systems other than Windows, follow the standard instructions from the operating system developer for removing third party applications.

THIRD PARTY SOFTWARE, HARDWARE, AND SERVICES. You are responsible for all third party software, hardware, and services used in connection with the Software. Any third party software, hardware, and services (whether required or optional) that you use in conjunction with the Software, is the sole responsibility of such third party, and is subject to the terms, conditions, warranties and disclaimers provided by such third party.

SUPPORT AND SOFTWARE UPDATES. Yahoo! offers no technical or maintenance support for the Software. Yahoo! may offer upgrades or updates to the Software in its sole discretion. Yahoo! may change, suspend or discontinue any aspect of the Software at any time without notice to you.

DISCLAIMER OF WARRANTY. The software is licensed "AS-IS." You bear the risk of using it. Yahoo! gives no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this agreement

cannot change. To the extent permitted under your local laws, Yahoo! excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YAHOO! AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS (the "YAHOO ENTITIES") SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF YAHOO! HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SOFTWARE; (ii) THE COST OF PROCURING SUBSTITUTE GOODS AND SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SOFTWARE; OR (v) ANY OTHER MATTER RELATING TO THE SOFTWARE.

INDEMNIFICATION. You (or the organization that you have the authority to bind, if applicable) 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 Yahoo! Software, your violation of any terms or conditions of this Software License, your violation of applicable laws, or your violation of any rights of another person or entity.

TERMINATION. This License continues until it is terminated by either party. You may terminate the License by discontinuing use of all or any of the Software and by destroying all your copies of the applicable Software. This License terminates automatically if you violate any term of this License, Yahoo! publicly posts a written notice of termination on Yahoo!'s web site, or Yahoo! sends a written notice of termination to you directly.

GENERAL INFORMATION

Entire Agreement. This License constitutes the entire agreement between you and Yahoo! and governs your use of the Software, superseding any prior agreements between you and Yahoo! with respect to the Software.

Choice of Law and Forum. This License and the relationship between you and Yahoo! shall be 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 exclusive jurisdiction of the courts located within the county of Santa Clara, California.

Waiver and Severability of Terms. The failure of Yahoo! to exercise or enforce any right or provision of this License shall not constitute a waiver of such right or provision. If any provision of this License 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 remain in full force and effect.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Software, or this License, must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The titles in this License are for convenience only and have no legal or contractual effect. Your obligations in this License survive any termination of this Agreement.

Konfabulator Developer Terms of Use

Welcome to Yahoo!. This is your legal agreement and terms of use with Yahoo! (the "TOU"). This TOU, and the Yahoo! Terms of Service ("TOS") located at <http://info.yahoo.com/legal/us/yahoo/utos/utos-173.html>, covers your use of the Konfabulator Engine, Yahoo! Developed Widgets, and any software, documentation, files or materials provided as part of the Yahoo! Konfabulator Software Development Kit ("SDK"), for development. If you disagree with any of the terms below or the TOS, Yahoo! does not grant you a license to use the Konfabulator Engine, Yahoo! Developed Widgets, and the SDK. In the event of any inconsistency between this TOU and the TOS, this TOS controls. Yahoo! can update and change this TOU by posting a new version without notice to you. You can find the most recent version of this TOU by visiting <http://info.yahoo.com/legal/us/yahoo/konfabulator/developerterms/developerterms-1820.html>. If you choose to use the SDK after such change, it means you agree to such changes. All rights not expressly granted to you are reserved by Yahoo! or their respective owners.

GENERAL DEVELOPMENT RESTRICTIONS.

You are not granted licenses to any component of a Yahoo! Developed Widget (you can tell it's a Yahoo! Developed Widget because it will have a Yahoo! Widget logo or trademark on it) that is an image or audio file, or trademark or servicemark.

You are solely responsible for supporting end users of your Widget, and for providing and enforcing end user terms and restrictions with your users.

You may not do the following with Konfabulator or the SDK:

- Create or promote any products, services, or materials ("Widgets") that constitute, promote or are used primarily for the purpose of dealing in: spyware, adware, or other malicious programs or code, counterfeit goods, items subject to US embargo, hate materials (e.g. Nazi memorabilia) or materials urging acts of terrorism or violence, goods made from protected animal/plant species, recalled goods, hacking/surveillance/interception/descrambling equipment, cigarettes, illegal drugs and paraphernalia, unlicensed sale of prescription drugs and medical devices, pornography, prostitution, body parts and bodily fluids, stolen products and items used for theft, fireworks, explosives, and hazardous materials, government IDs, police items, unlicensed trade or dealing in stocks and securities, gambling items, professional services regulated by state licensing regimes, non-transferable items such as airline tickets or event tickets, non-packaged food items, weapons and accessories;
- violate any law or regulation, any right of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality, or in any manner inconsistent with the Yahoo! TOS or these TOU;
- operate nuclear facilities, life support, or other mission critical application where human life or property may be at stake. You understand that Konfabulator is not designed for such purposes and that failure of applications running on the Konfabulator engine in such cases could lead to death, personal

injury, or severe property or environmental damage for which Yahoo! is not responsible;

- Sell, lease, share, transfer, or sublicense Konfabulator and the SDK, or any access or access codes thereto;

- Create Widgets which exceed reasonable request volume, constituting excessive or abusive usage, or obtain unauthorized access to the Yahoo! networks.

SDK COMPONENTS. There are several components within the SDK. The terms and restrictions for your use of each are as follows:

- Konfabulator Engine and Command Line Tool. These components are subject to the Konfabulator Consumer License (<http://info.yahoo.com/legal/us/yahoo/konfabulator/enginewidgetterms/enginewidgetterms-1821.html>), and fall under the definition of "Software" for the purposes of that license.

- Yahoo! Developer Network APIs: If you are modifying a Yahoo! Developed Widget that incorporates a Yahoo! API, you may include that Yahoo! API in your application only if you go to the Yahoo! Developer Center at <http://developer.yahoo.com>, and agree to and comply with the terms of use for each Yahoo! API you wish to incorporate. Your use of or access to any Yahoo! API contained within a Yahoo! Developed Widget without doing the foregoing is prohibited.

- Yahoo! Developed Widgets (you can tell it's a Yahoo! Developed Widget because it will have a Yahoo! Widget logo or trademark on it): You may modify and distribute a Yahoo! Developed Widget only if you have made material or substantial functional or feature modifications or additions (as determined by Yahoo! in its sole discretion) to the Yahoo! Developed Widget, AND the following conditions are met:

Redistributions in source code form must contain the copyright notice "Copyright © Yahoo! Inc. 2007, All Rights Reserved", this list of conditions, and the disclaimer below.

Redistributions in binary form must reproduce the above copyright notice, this list of conditions, and the disclaimer below in the documentation and/or other materials provided with the distribution.

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

DISCLAIMER TO BE INCLUDED WITH MODIFIED YAHOO! DEVELOPER WIDGET CODE:

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 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.

- Documentation, tutorial and definitions (which you may download at <http://widgets.yahoo.com/manual>) (collectively, "Document"): You may copy and distribute the Document in any medium, non-commercially and without modification only, provided that this TOU, the copyright notices, and the notice stating that this TOU applies to the Document are reproduced in all copies. You may not use technical measures to obstruct or control the reading or further copying of the copies you make or distribute. You may not accept compensation in exchange for copies. You may also lend copies, under the same conditions stated above, and you may publicly display copies.

Your license to the SDK under these TOU continues until it is terminated by either party. You may terminate the license by discontinuing use of all or any of the SDK. Yahoo! may terminate these TOU at any time for any reason. These SDK terminate automatically if (i) you violate any term of these TOU, (ii) Yahoo! publicly posts a written notice of termination on Yahoo!'s Web site, (iii) Yahoo! sends a written notice of termination to you, or (iv) Yahoo! ceases providing access to the SDK to you.

Disclaimer of Any Warranty.

THE SDK IS EXPERIMENTAL. YAHOO! DOES NOT REPRESENT OR WARRANT THAT ANY PORTION OF THE SDK IS FREE OF INACCURACIES, ERRORS, BUGS, OR INTERRUPTIONS, OR ARE RELIABLE, ACCURATE, COMPLETE, OR OTHERWISE VALID.

THE SDK IS PROVIDED "AS IS" WITH NO WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND AND YAHOO! EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILTIY, SECURITY, TITLE AND/OR NON-INFRINGEMENT.

YOUR USE OF THE SDK IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THE USE OF THE SDK INCLUDING, BUT NOT LIMITED TO, ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA.

Limitation of Liability.

YAHOO! SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH USE OF THE SDK, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE), OR ANY OTHER PECUNIARY LOSS, WHETHER OR NOT YAHOO! HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL YAHOO! BE LIABLE TO YOU FOR ANY AMOUNT.

Exclusions and Limitations.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Release and Waiver.

To the maximum extent permitted by applicable law, you hereby release and waive all claims against Yahoo!, and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from any and all

liability for claims, damages (actual and/or consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising from or in any way related to your use of the SDK. If you are a California resident, you waive your rights under California Civil Code § 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." You understand that any fact relating to any matter covered by this release may be found to be other than now believed to be true and you accept and assume the risk of such possible differences in fact. In addition, you expressly waive and relinquish any and all rights and benefits which you may have under any other state or federal statute or common law principle of similar effect, to the fullest extent permitted by law.

Hold Harmless and Indemnity.

To the maximum extent permitted by applicable law, you agree to hold harmless and indemnify Yahoo! and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from and against any third party claim arising from or in any way related to your use of the SDK, including any liability or expense arising from all claims, losses, damages (actual and/or consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. Yahoo! shall use good faith efforts to provide you with written notice of such claim, suit or action.

General Terms.

Relationship of the Parties. Notwithstanding any provision hereof, for all purposes of the TOU, you and Yahoo! shall be and act independently and not as partner, joint venturer, agent, employee or employer of the other. You shall not have any authority to assume or create any obligation for or on behalf of Yahoo!, express or implied, and you shall not attempt to bind Yahoo! to any contract.

Invalidity of Specific Terms. If any provision of the TOU 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 such documents remain in full force and effect.

Location of Lawsuit and Choice of Law. The TOU and the relationship between you and Yahoo! shall be 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 jurisdiction of the courts located within the county of Santa Clara, California.

No Waiver of Rights by Yahoo!. Yahoo!'s failure to exercise or enforce any right or provision of the TOU shall not constitute a waiver of such right or provision.

Miscellaneous. The section headings and subheadings contained in this agreement are included for convenience only, and shall not limit or otherwise affect the terms of the TOU. Any construction or interpretation to be made of the TOU shall not be construed against the drafter. The TOU constitute the entire agreement between Yahoo! and you with respect to the subject matter hereof.

Version date: Nov. 2, 2007

