COMODO
Creating Trust Online®

END USER LICENSE AGREEMENT
Comodo Endpoint Security Manager 3.1
Professional Edition

THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE. PLEASE READ THE AGREEMENT CAREFULLY BEFORE ACCEPTING THIS AGREEMENT.

IMPORTANT – PLEASE READ THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING COMODO ENDPOINT SECURITY MANAGER ("SOFTWARE"). BY DOWNLOADING, INSTALLING OR USING THE SOFTWARE, OR BY CLICKING ON "I Accept" BELOW, YOU ("YOU" OR "LICENSEE") ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO BE BOUND BY IT. IF YOU DO NOT ACCEPT THIS AGREEMENT, DO NOT DOWNLOAD OR INSTALL THE SOFTWARE AND DO NOT CLICK "I Accept."

This end-user license agreement is a legal contract between you, as either an individual or as a business entity, and Comodo Security Solutions, Inc. ("Comodo"), a Delaware corporation.

1. **License.**

    1.1. <u>Grant of License</u>. Subject to the limits herein, Comodo grants you a non-exclusive, non-sublicensable, and revocable license to download, install, back-up, and use the Software, including any documentation files or website information accompanying it, on a single network. You shall not resell, lease, sell, modify, reverse engineer, decompile, or create derivative works of the Software. All rights not expressly granted herein are reserved to Comodo.

    1.2. <u>Restrictions</u>. The licenses granted herein are only valid if:

    (i)   the Software is NOT modified in any manner;

    (ii)   the Software is only installed and used in accordance with your network security policies,

    (iii)   you possess the necessary authority and power to install the Software,

    (iv)   you promptly pay all license fees when due, and

    (v)   this agreement is accepted without modification and has not been breached.

    1.3. <u>Registration</u>. You shall provide full and accurate information about yourself when registering for the Software. You shall update any information if it changes.

    1.4. <u>Updates</u>. Comodo is not obligated to provide updates to the Software. If an update is provided and the update is not accompanied by an additional agreement, this agreement applies to the use and installation of the update. Comodo may make updates to the Software without notice, including automatically downloading and installing updates on your computer. Comodo may discontinue or modify the Software without notice.

    1.5. <u>Trial, Evaluation, and Beta</u>. If this agreement pertains to a trial, beta, or evaluation version, the licenses granted herein terminate at the end of the trial or evaluation period or when Comodo disables access to the Software. You shall not use the Software after the end of the trial or evaluation period. All trial, evaluation, and beta licenses are limited to one per customer. Generally, credit card information is required to access a free trial. However, Comodo shall not charge your credit card until the trial period has ended. At the end of the trial period, Comodo may bill the credit card for the Software without further notice. Termination of this agreement prior to the end of the free trial is required to avoid fees for the Software. Annual subscriptions expire one year from the end of the trial period. Comodo shall terminate the licenses if you sell or attempt to sell a trial, evaluation or beta version. Comodo may deny or revoke a free trial for any reason.

1.5.1 Consideration for Beta Testers

In consideration for receiving a copy of the Software for testing, Licensee agrees to serve as a "Beta Site" for the Software and will notify Comodo of all problems and ideas for enhancements which come to Licensee's attention during the period of this Agreement, and hereby assigns to Comodo all right, title and interest to such enhancements and all property rights therein including without limitation all patent, copyright, trade secret, inventions, modifications, enhancements, improvements, additions, derivative works, documentation, mask work, trademark, moral right or other intellectual property rights.

1.5.2 Confidentiality

Licensee agrees that Software is the sole property of Comodo until it is officially released and includes valuable trade secrets of Comodo. Licensee agrees to treat Software as confidential and will not without the express written authorization of Comodo:

1. Demonstrate, copy, sell or market Software to any third party; or

2. Publish or otherwise disclose information relating to performance or quality of the Software to any third party; or

3. Modify, reuse, disassemble, decompile, reverse engineer or otherwise translate Software or any portion thereof**.**

1.5.3 Testimonials and Substantiating Information

THE LICENSEE, UPON COMPLETION OF THE BETA TEST, AGREES TO PROVIDE COMODO ALL MATERIAL, STATISTICS, OR INFORMATION THAT IS NOT DEEMED CONFIDENTIAL TO LICENSEE'S BUSINESS FOR USE IN PRESS RELEASES, CUSTOMER TESTIMONIALS, AND AS A REFERENCE IN MARKETING AND SALES INITIATIVES BY COMODO. LICENSEE WILL PROVIDE A QUOTE TO COMODO THAT MAY BE USED IN A PRESS RELEASE. LICENSEE EXPRESSLY CONSENTS TO COMODO'S USE OF SUCH TESTIMONIALS AND INFORMATION IN PRESS RELEASES, ADVERTISING AND MARKETING MATERIALS.

Comments and information should be emailed to cesm-pm@comodo.com.

2. Use of the Software.

2.1.   Ownership. You acknowledge that Comodo 1) is only granting you a limited license to use the Software and 2) retains all ownership in the Software. Comodo does not endorse and is not responsible for content (such as links, data, graphics, websites, and other files) made available through the Software. Comodo does not transfer any rights in any content to you. You are responsible for all use and any damage that results from content viewed, accessed, or relied on through use of the Software.

2.2.   Compliance with Laws. You shall comply with all local and international laws and regulations applicable to your use of the Software, including all export laws. YOU ASSUME ALL LIABILITY FOR VIOLATION OF EXPORT LAWS.

2.3.   Prohibited Activities. You shall not :

(i)   use the Software with any on-line control equipment in hazardous environments requiring fail-safe performance where the failure of the Software could lead directly to death, personal injury or severe physical or environmental damage,

(ii)   register a Comodo trademark or use a Comodo trademark as part of your business name, domain name, or to imply that Comodo endorses your business or products,

(iii)   attempt to gain unauthorized access to computer systems,

(iv)   upload or distribute any files or information that may damage the operation of another's computer,

(v)   use the Software to infringe the intellectual property, proprietary, or privacy rights of a third party, or

(vi)   use the Software to 1) engage in conduct that is offensive, abusive, contrary to public morality, indecent, defamatory, obscene, or menacing, 2) cause Comodo or a third party distress, annoyance, denial of any service, disruption or inconvenience, or 3) send or receive unsolicited bulk correspondence.

2.4.   <u>Equipment</u>. You shall (1) obtain and pay for all equipment and third-party services required to use and access the Software and (2) be responsible for all content on both your computer and network.

2.5.   <u>Support</u>.   Purchases of six or more computer seat licenses receive free chat-based and telephone-based technical support services.   However, all support services are provided in Comodo's sole discretion and are subject to change without notice.   No support is provided to free versions of the Software or purchases of other versions of the Software.   Comodo shall provide chat-based technical support service 24x7x365 and telephone-based technical support service 24x7x365.   Comodo does not guarantee or warrant that technical support will be able to solve any problem and may refuse to provide the support services to anyone that Comodo, in its sole discretion, determines to be an excessive or abusive support user. Without notice, Comodo may amend the scope of the support services provide and may place time restrictions on the use of the support services.

3.   **Limited Warranty. NOTE: THIS SECTION APPLIES ONLY IF YOUR LICENSE INCLUDES THE WARRANTY**

3.1.   **Scope.** If you purchased six or more computer seat (Endpoint Computer) licenses for the Software, you can become eligible for Comodo's   limited warranty against damage caused by malware. The limited warranty is valid for the duration of the license. To qualify for the warranty, you must, on each Endpoint Computer up to the number specified in the license provided by Comodo, 1) install Comodo Endpoint Security (CES), 2) complete the warranty activation in Endpoint Security Manager, and 3) run a CES full computer scan to verify that the computer is free from malware. The warranty is not applicable to any Endpoint Computer that 1) is not managed by the Software, 2) has preexisting malware, or 3) fails to install CES and run a CES full computer scan. After installing the software and running the scan, you must, for each computer, a) store and maintain all log files, b) keep CES operating at all times in the following configuration: 1) Antivirus Enabled Mode and set with Realtime Scan enabled, 2) Defense+ HIPS enabled and configured to Safe Mode, 3) Firewall enabled and configured to Safe Mode, and 4) Behavior Blocker (Auto-Sandbox) enabled and configured to operate in Fully Virtualized mode, and c) not disable or remove CES. The warranty does not cover any problems related to hardware failures or non-malware software. THE LIMITED WARRANTY IS ONLY AVAILABLE TO YOU IF YOU ARE A RESIDENT OF THE UNITED STATES AND HAVE PURCHASED A VERSION OF THE SOFTWARE THAT INCLUDES THE WARRANTY. FREE, TRIAL, OR BETA VERSIONS OF THE SOFTWARE DO NOT INCLUDE THE LIMITED WARRANTY. THE LIMITED GUARANTEE CANNOT BE COMBINED WITH ANY OTHER COMODO WARRANTY OR GUARANTEE. THE LIMITED WARRANTY IS NON- TRANSFERABLE AND CAN ONLY BE USED BY THE ORIGINAL PURCHASER OF THE SOFTWARE. THE GUARANTEE IS ONLY VALID FOR CLAIMS MADE OVER THE INTERNET AS PER SECTION 3.3 AND ONLY WHERE INTERNET-BASED SUPPORT IS RENDERED.

3.2.   <u>Limits</u>. The warranty is limited to the lesser of 1) an aggregate total of $5,000 US for all of the computers listed in the license provided by Comodo for the duration of the license regardless of the number of claims made under the limited warranty and 2) the actual cost of a Comodo authorized and specified third party to repair the computer to an operational condition ("Warranty Limit") .   The warranty is limited to the repair and restoration of the

computer to a state prior to when the malware infected the computer. The warranty does not cover lost or expected profits, lost or corrupted data, lost or deleted work, or lost or damaged personal and/ or business files. Comodo does not guarantee against the loss of any such file or information. The $5,000 US aggregate total does not extend beyond the United States.

3.3.　Claims. If a computer qualifying under Section 3.1 becomes infected with malware then you must take the following steps: 1) backup all data on the computer, 2) promptly contact Comodo over the internet by email at esmwarranty@comodo.com, and 3) allow a Comodo support representative to remotely connect to the infected computer and remove the malware. If a Comodo support representative cannot connect to your computer because of the operation of malware, the limited warranty does not apply. To provide the remediation services and to qualify for payment under the warranty, you must allow Comodo access to each infected computer and must assist Comodo in any manner necessary in order to remove the malware and repair the computer.　Failure to cooperate with the Comodo representative shall be considered a breach of the warranty. All instructions and steps taken in providing the support services are subject to the Comodo representative's sole discretion.

3.4.　Time Limit. Comodo shall restore each infected computer to an operating condition within 7 business days of your first submission of a claim under this warranty. This time frame is inapplicable and not binding on Comodo if you fail to respond to or are unavailable to the Comodo support representative at any time during this period. Your sole remedy for Comodo's failure to fix the computer within 7 business days hours is payment by Comodo of the warranty claim. This warranty is void if you are in breach of the agreement, fail to follow the procedures described herein, or failed to pay any fees applicable to your use of the Software.

3.5.　Diagnostic Software. The support representative may download, run, or use software on your computer to remove the malware and restore the computer to its pre-infection operating condition. This software includes software that can control your computer remotely along with toolbars and other utilities (collectively "Diagnostic Software"). You shall accept any agreement required to use the Diagnostic Software.   Use of the Diagnostic Software shall not require any payment from you.

3.6.　Recording of Services. Comodo may monitor and record the remediation services. Comodo may release recorded information for any of 1) satisfying a law, regulation or government request, 2) operating the remediation services properly, or 3) protecting Comodo's business reputation, software, or customers.

3.7.　Payment. In the event that Comodo is unable to restore a qualifying computer's functionality and remove the malware, Comodo shall, subject to the Warranty Limits, pay for Comodo's choice of 1) the cost of having a third party repair the computer or 2) for a replacement computer. To have a third party repair a protected computer or receive payment from Comodo, you must deliver the infected computer to the computer repair facility specified by Comodo. The repair facility will repair the computer. If the repair facility is greater than 20 miles from your physical location, Comodo shall pay the cost of mail delivery of the computer but you shall pay any applicable shipping insurance costs. You bear all risk of loss during shipping to or from the repair facility. If the repair facility is unable to restore the computer's operating functionality one week after its receipt of the computer, Comodo shall pay you the fair market value of each unrepairable computer, subject to the Warranty Limits.

4. Fees.

4.1.　Fees. You may use the Software only after paying Comodo any applicable fees for the Software. Comodo may deactivate or disable the Software without notice if you fail to pay the applicable fees. All fees are non-refundable.

4.2.　Method of Payment. You shall pay all fees using a credit card or as otherwise agreed upon by the parties. If Comodo is unable to bill the credit card provided or has not received

payment in accordance with the agreed upon payment terms, Comodo may make the Software inaccessible to you until payment is received.

4.3. <u>Billing Issues</u>. You shall notify Comodo of any billing problems or disputes within 30 days after the charge first appears on a statement from the credit card provider. You waive your right to dispute any billing problem if you fail to notify Comodo within the 30 day period.

5. Term and Termination.

5.1. <u>Term</u>. Unless terminated under section 4.2 or 4.3, this agreement continues for as long as you have paid any applicable fees for the Software. Comodo may terminate this agreement without notice if you fail to pay any applicable fees.

5.2. <u>Voluntary Termination</u>. You may terminate this agreement by uninstalling the Software and contacting support@comodo.com. In this case, the agreement terminates upon Comodo's receipt of the email.

5.3. <u>Involuntary Termination</u>. Comodo may terminate this agreement without notice by disabling your account or the Software. Comodo may disable your account or deny access to the Software at any time.

5.4. <u>Events Upon Termination</u>. Upon termination, you shall cease using the Software and delete all copies of installed Software. Comodo shall not bill you any additional fees but is not obligated to provide refunds for any paid for but unused Software.

6. Indemnification.

6.1. <u>Indemnification</u>. You shall indemnify Comodo and its affiliates and their respective directors, officers, employees, attorneys and agents (each an "Indemnified Person") against all liabilities, losses, expenses, or costs (including reasonable attorney's fees) (collectively "Losses") that results from your use of the Software, or your infringement on the intellectual property rights of a third party, or any alleged violation of privacy and/or data security of a third party or individual.

6.2. <u>Indemnification Procedure</u>. Comodo shall notify you of any demand for indemnification. Comodo's failure to notify will not relieve you from your indemnification obligations except to the extent that the failure materially prejudices you. You may assume the defense of any action, suit, or proceeding giving rise to an indemnification obligation unless assuming the defense would result in potential conflicting interests as determined by the Indemnified Person in good faith. You shall not settle any claim, action, suit or proceeding related to this agreement unless the settlement also includes an unconditional release of all Indemnified Persons from liability.

6.3. <u>Additional Liability</u>. The indemnification obligations herein are not Comodo's sole remedy for your breach and are in addition to any other remedies Comodo may have against you under this agreement. Your indemnification obligations survive the termination of this agreement.

7. Warranty Disclaimers.

7.1. <u>Internet</u>. You acknowledge that the Software is subject to the operation and telecommunications infrastructures of the Internet and the operation of your Internet connection services, all of which are beyond Comodo's control.

7.2. <u>Beta Versions</u>.– No Warranty – "AS IS" Product

If this is a beta or test version, licensee acknowledges that software is prerelease code and is not at the level of performance or compatibility of a final, generally available product offering. Software may not operate correctly and may be substantially modified prior to first commercial shipment or withdrawn. Software is provided "AS IS" without any warranty of any kind.

The entire risk arising out of the use or performance of Software remains with Licensee. Licensee acknowledges that operating beta software on a production system may have unintended consequences and has been so advised by Comodo.

7.3. <u>Warranty Disclaimer; Assumption of Risk</u> . YOU ACKNOWLEDGE THAT COMODO PROVIDES THE SOFTWARE "AS IS" AND "AS AVAILABLE ". EXCEPT FOR THE WARRANTY IN SECTION 3, COMODO EXPRESSLY DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES IN THE SOFTWARE. THIS DISCLAIMER INCLUDES ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND IS EFFECTIVE TO THE MAXIMUM EXTENT ALLOWED BY LAW. COMODO DOES NOT GUARANTEE THAT 1) THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR 2) THAT ACCESS TO THE SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. YOU BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE.

7.4. <u>Damage Limitation</u>. YOU WAIVE ALL LIABILITY OF COMODO AND ITS AFFILIATES, AND EACH OF THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND CONTRACTORS, RESULTING FROM OR CONNECTED TO THIS AGREEMENT. YOU WAIVE ALL LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WAIVER INCLUDES ALL DAMAGES FOR LOST PROFITS, REVENUE, USE, OR DATA AND APPLIES EVEN IF COMODO IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. These limitations apply to the maximum extent permitted by law regardless of 1) the reason for or nature of the liability, including tort claims, 2) the number of claims, 3) the extent or nature of the damages, and 4) whether any other provisions of this agreement have been breached or proven ineffective.

7.5. <u>Exceptions</u>. If any legal right disallows an exclusion of warranties or disallows limiting certain damages, then the disclaimers of warranty and limitations on liability herein apply to the maximum extent allowed by law.

8. Remedy.

8.1. <u>Injunctive Relief</u>. You acknowledge that a breach of this agreement will result in irreparable harm to Comodo that cannot adequately be redressed by compensatory damages. Accordingly, in addition to any other legal remedies which may be available, Comodo may seek and obtain an injunctive order against a breach or threatened breach of the agreement.

8.2. <u>Limitation on Actions</u>. Except for actions and claims related to a party's indemni cation and confidentiality obligations, all claims and actions arising from this agreement must be brought within one (1) year from the date when the cause of action occurred.

8.3. <u>Remedy</u>. Your sole remedy for a defect in the Software is to have Comodo attempt to cure the defect. Comodo is not obligated to correct a defect if (i) the Software was misused, damaged, or modified, (ii) you did not promptly report the defect to Comodo, or (iii) you have breached any provision of this agreement.

9. Privacy.

9.1. <u>Privacy Policy</u>. Comodo shall follow the privacy policy posted at http://www.comodo.com/repository/css_privacy_agreement.html when using collected personal information. Comodo may revise its privacy policy without notice by posting the amended privacy policy on the Comodo website. You shall periodically review the website to be aware of changes.

9.2. <u>Communication</u>. Comodo may send you communications regarding your account, the Software, or its other products and services. By accepting this agreement, you consent to receiving marketing material from Comodo and its affiliates. You may withdraw this consent later and opt-out of receiving communication not directly related to the Software by emailing <u>optout@comodo.com</u>.

9.3. <u>Data Collection</u>. Comodo may collect any information necessary to ensure your compliance with this agreement. Comodo may also collect non-personally identifiable information about your use of the Software, which Comodo may use without restriction.

9.4. <u>Compliance</u> You and your organization shall be responsible for complying with any and all necessary privacy laws and regulations in any applicable jurisdiction(s). This includes all local, state, and Federal laws in the United States, all European Union laws or directives, and any other laws throughout the world. You and your organization shall make the appropriate and required disclosures to individuals. Pursuant to Section 6, you and your organization shall indemnify Comodo for any alleged privacy or data security violation.

10. **Arbitration.** To the extent permitted by law, you shall notify Comodo of any dispute arising under this agreement before seeking dispute resolution. If dispute is not resolved within sixty (60) days after initial notice, then a party may proceed as follows:

(i) The parties shall resolve the dispute by arbitration conducted through the services of the American Arbitration Association ("AAA"). The party initiating the arbitration shall send notice to the other party. All arbitration hearings will be in Jersey City, New Jersey.

(ii) The parties shall appoint a panel of three possible arbitrators to hear the matter and then each party shall name one Arbitrator to be dropped from the panel, leaving one arbitrator. The party giving notice of the arbitration shall select the first dropped arbitrator.

(iii) The parties shall split the costs of the arbitrator equally regardless of the final decision. The party found in default of this agreement by the arbitrator shall pay all costs of the other party that are incurred in enforcing its rights under this agreement (including attorney's fees).

11. **Miscellaneous.**

11.1. <u>Independent Contractors</u>. The parties are acting as independent contactors and not as agents or employees of each other. Neither party has the power to bind or obligate the other, and each party is responsible for its own expenses and employees.

11.2. <u>Notices</u>. You shall send all notices to Comodo by first class mail, return receipt requested, in English writing to 1255 Broad Street, Suite 100, Clifton, NJ 07013. Comodo shall send all notices to the email address listed in your account.

11.3. <u>Entire Agreement</u>. With respect to the Software, this agreement is the entire understanding of the parties and supersedes all other agreements that may exist between the parties. The parties may execute one or more counterparts of the agreement, each of which will be deemed an original copy of the agreement. Section headings in this agreement are for reference and convenience only and are not part of the interpretation of the agreement.

11.4. <u>Modifications</u>. Comodo may modify this agreement by posting an updated copy of the agreement on its website. Comodo may also amend its website and pricing without notice. You may not modify this agreement unless the modification is signed by Comodo. Comodo may modify, supplement, or discontinue the Software, in whole or in part, without notice.

11.5. <u>Waiver</u>. A party's failure to enforce a provision of this agreement will not waive the party's right to enforce the same provision later or right to enforce any other provision of this agreement. To be effective, all waivers must be both in writing and signed by the party benefiting form the waived provision.

11.6. <u>Force Majeure and Internet Frailties</u>. Other than for payment obligations by you, neither party will be liable for a delay or failure to perform an obligation to the extent that the delay or failure is caused by an occurrence beyond the party's reasonable control. Each party acknowledges that the operation of the Internet is beyond the other party's reasonable control, and neither party will be liable for a delay or failure caused by an interruption or failure of telecommunication or digital transmission links, Internet slow-downs or failures, or other such transmission failure.

11.7. <u>Governing Law and Venue</u>. The laws of New Jersey, U.S. govern the interpretation, construction, and enforcement of this agreement and all proceedings arising out of it, including tort claims, without regard to any conflicts of law principles. All proceedings or legal action arising from this agreement must be commenced in the state or federal courts of New Jersey. Both parties agree to the exclusive venue and jurisdiction of these courts.

11.8. <u>Assignment</u>. You may not assign any of your rights or obligations under this agreement. Any transfer without consent is void. Comodo may assign its rights and obligations without your consent.

11.9. <u>Severability</u>. Any provision determined invalid or unenforceable by rule of law will be reformed to the minimum extent necessary to make the provision valid and enforceable. If reformation is not possible, the provision is deemed omitted and the balance of the agreement remains valid and enforceable.

11.10. <u>Survival</u>. All provisions of the agreement relating to confidentiality, proprietary rights, indemnification, and limitations of liability survive the termination of the agreement.

11.11. <u>Rights of Third Parties</u>. There are no third party beneficiaries under the agreement.

11.12. <u>Libraries and Third Party Notices</u>. Any necessary notices and copies of third party and/or open source licenses are included in the file "Open Source Licenses.rtf."

11.13. <u>Other Comodo Products</u>. Your use of Comodo Antivirus for Servers (CAS), Comodo Antivirus for Mac (CAVM), and Comodo Antivirus for Linux (CAVL) is bound by the terms of this agreement.

Acceptance

BY CLICKING "I Accept", YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT YOU AGREE TO ITS TERMS AND CONDITIONS. DO NOT CLICK "I Accept" IF YOU DO NOT ACCEPT THIS AGREEMENT AND ALL OF ITS TERMS AND CONDITIONS.

END USER LICENSE AGREEMENT
Comodo Endpoint Security Manager 3.1
Professional Edition
EXHIBIT A

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(LICENSES AND NOTICES)

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The ESM 3.1 product may include some or all of the following third party software:

Microsoft® .NET Framework 4.0

Microsoft® .NET Framework 4.5

Microsoft® Report Viewer

Microsoft® SQL Server®

Microsoft® Windows Installer

Microsoft ®Silverlight®, which is governed by the Silverlight EULA. This EULA is presented by a link in a dialog for acceptance by the end user.

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> This license, the Lesser General Public License, applies to some specially designated software packages--typically libraries--of the Free Software Foundation and other authors who decide to use it. You can use it too, but we suggest you first think carefully about whether this license or the ordinary General Public License is the better strategy to use in any particular case, based on the explanations below.
> When we speak of free software, we are referring to freedom of use, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for this service if you wish); that you receive source code or can get it if you want it; that you can change the software and use pieces of it in new free programs; and that you are informed that you can do these things.

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For example, if you distribute copies of the library, whether gratis or for a fee, you must give the recipients all the rights that we gave you. You must make sure that they, too, receive or can get the source code. If you link other code with the library, you must provide complete object files to the recipients, so that they can relink them with the library after making changes to the library and recompiling it. And you must show them these terms so they know their rights.

We protect your rights with a two-step method: (1) we copyright the library, and (2) we offer you this license, which gives you legal permission to copy, distribute and/or modify the library.

To protect each distributor, we want to make it very clear that there is no warranty for the free library. Also, if the library is modified by someone else and passed on, the recipients should know that what they have is not the original version, so that the original author's reputation will not be affected by problems that might be introduced by others.

Finally, software patents pose a constant threat to the existence of any free program. We wish to make sure that a company cannot effectively restrict the users of a free program by obtaining a restrictive license from a patent holder. Therefore, we insist that any patent license obtained for a version of the library must be consistent with the full freedom of use specified in this license.

Most GNU software, including some libraries, is covered by the ordinary GNU General Public License. This license, the GNU Lesser General Public License, applies to certain designated libraries, and is quite different from the ordinary General Public License. We use this license for certain libraries in order to permit linking those libraries into non-free programs.

When a program is linked with a library, whether statically or using a shared library, the combination of the two is legally speaking a combined work, a derivative of the original library. The ordinary General Public License therefore permits such linking only if the entire combination fits its criteria of freedom. The Lesser General Public License permits more lax criteria for linking other code with the library.

We call this license the "Lesser" General Public License because it does Less to protect the user's freedom than the ordinary General Public License. It also provides other free software developers Less of an advantage over competing non-free programs. These disadvantages are the reason we use the ordinary General Public License for many libraries. However, the Lesser license provides advantages in certain special circumstances.

For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

In other cases, permission to use a particular library in non-free programs enables a greater number of people to use a large body of free software. For example, permission to use the GNU C Library in non-free programs enables many more people to use the whole GNU operating

system, as well as its variant, the GNU/Linux operating system.

Although the Lesser General Public License is Less protective of the users' freedom, it does ensure that the user of a program that is linked with the Library has the freedom and the wherewithal to run that program using a modified version of the Library.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, whereas the latter must be combined with the library in order to run.

TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

0. This License Agreement applies to any software library or other program which contains a notice placed by the copyright holder or other authorized party saying it may be distributed under the terms of this Lesser General Public License (also called "this License"). Each licensee is addressed as "you".

A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term "modification".)

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