HIGHLY
CONFIDENTIAL

BEFORE YOU OPEN THE PACKAGE CONTAINING THE MEDIA OR CLICK ON THE "ACCEPT" BUTTON AT THE END OF THIS DOCUMENT, CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY OPENING THE PACKAGE OR CLICKING ON THE "ACCEPT" BUTTON, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "DO NOT ACCEPT" BUTTON OR RETURN THIS PRODUCT TO THE PLACE OF PURCHASE FOR A FULL REFUND.

END USER LICENSE AGREEMENT

GRANT. Subject to the provisions contained herein and payment of applicable license fees, Netscape Communications Corporation ("Netscape") hereby grants to you a non-exclusive license to use its accompanying proprietary software product ("Software") for your own use. Such Software is protected by the copyright laws of the United States and international copyright treaties.

SOFTWARE AND DOCUMENTATION. Netscape shall furnish the Software to you electronically or on media in machine-readable object code form. If you receive your first copy of the Software electronically, and a second copy on media, the second copy may be used for backup and archive purposes only.This license does not grant you any right to any enhancement or update to the Software and Documentation. Enhancements and updates, if available, may be obtained by you at Netscape's then-current standard pricing, terms, and conditions.

RESTRICTED USE. You may not copy the software, except for backup or archival purposes. Any such copy made by you shall be subject to this Agreement and shall contain all of Netscape's notices regarding copyrights, trademarks and other proprietary rights as contained in the Software originally provided to you. You may not lend, rent, lease or otherwise transfer the Software.

TITLE. Title, ownership rights, and intellectual property rights in and to the Software and Documentation shall remain in Netscape and/or its suppliers. This Agreement does not include the right to sublicense the Software and is personal to you and therefore may not be assigned (by operation of law or otherwise) or transferred without the prior written consent of Netscape. You acknowledge that the Software in source code form remains a confidential trade secret of Netscape and/or its suppliers and therefore you agree not to attempt to decipher, decompile, disassemble or reverse engineer the Software or allow others to do so, except to the extent applicable laws specifically prohibit such restriction. You further agree not to modify or create derivative works of the Software.

CONTENT. Title, ownership rights, and intellectual property rights in and to the content accessed through the Software is the property of the applicable content owner and may be protected by applicable copyright or other law. This License gives you no rights to such content.

LIMITED WARRANTY. Netscape warrants that for a period of ninety (90) days from the date of acquisition, the Software, if operated as directed, will substantially achieve the functionality described in the Documentation. Netscape does not warrant, however, that your use of the Software will be uninterrupted or that the operation of the Software will be error-free. In addition, the security mechanism implemented by the Software has inherent limitations, and you must determine that the Software sufficiently meets your requirements. Netscape also warrants that the media containing the Software, if provided by Netscape, is free from defects in material and workmanship and will so remain for ninety (90) days from the date you acquired the Software. Netscape's sole liability for any breach of this warranty shall be, in Netscape's sole discretion: (i) to replace your defective media; or (ii) to advise you how to achieve substantially the same functionality with the Software as described in the Documentation through a procedure different from that set forth in the Documentation; or (iii) if the above remedies are impracticable, to refund the license fee you paid for the Software. Repaired, corrected, or replaced Software and Documentation shall be covered by this limited warranty for the period remaining under the warranty that covered the original Software, or if longer, for thirty (30) days after the date (a) of shipment to you of the repaired or replaced Software, or (b) Netscape advised you how to operate the Software so as to achieve the functionality described in the Documentation. Only if you inform Netscape of your problem with the Software during the applicable warranty period and provide evidence of the date you acquired the Software will Netscape be obligated to honor this warranty. Netscape will use reasonable commercial efforts to repair, replace, advise or refund pursuant to the foregoing warranty within 30 days of being so notified. THIS IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY NETSCAPE. NETSCAPE MAKES NO OTHER EXPRESS WARRANTY AND NO WARRANTY OF NONINFRINGEMENT OF THIRD PARTIES' RIGHTS. THE DURATION OF IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, IS LIMITED TO THE ABOVE LIMITED WARRANTY PERIOD; SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO LIMITATIONS MAY NOT APPLY TO YOU. NO NETSCAPE DEALER, AGENT, OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS WARRANTY. If any modifications are made to the Software by you during the warranty period; if the media is subjected to accident, abuse, or improper use; or if you violate the terms of this Agreement, then this warranty shall immediately be terminated. This warranty shall not apply if the Software is used on or in conjunction with hardware or programs other than the unmodified version of hardware and programs with which the Software was designed to be used as described in the Documentation. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE OR BY JURISDICTION.

NSMS 59984

LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL NETSCAPE OR ITS SUPPLIERS OR RESELLERS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, OR FOR ANY DAMAGES IN EXCESS OF NETSCAPE'S LIST PRICE FOR A LICENSE TO THE SOFTWARE AND DOCUMENTATION, EVEN IF NETSCAPE SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

EXPORT CONTROLS. You may not download or otherwise export or reexport the Software or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations. In particular, but without limitation, none of the Software or underlying information or technology may be downloaded or otherwise exported or reexported (i) into (or to a national or resident of) Cuba, Haiti, Iraq, Libya, Yugoslavia, North Korea, Iran, Syria or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software, you are agreeing to the foregoing and you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list.

TERMINATION. Either party may terminate this Agreement immediately in the event of default by the other party. Upon any termination of this Agreement, or upon receipt of a refund hereunder, you shall immediately discontinue the use of the Software and shall within ten (10) days return to Netscape all copies of the Software and Documentation. You may also terminate this Agreement at any time by destroying the Software and Documentation and all copies thereof. Your obligations to pay accrued charges and fees shall survive any termination of this Agreement.

MISCELLANEOUS. This Agreement represents the complete and exclusive statement of the agreements concerning this license between the parties and supersedes all prior agreements and representations between them. It may be amended only by a writing executed by both parties. THE ACCEPTANCE OF ANY PURCHASE ORDER PLACED BY YOU IS EXPRESSLY MADE CONDITIONAL ON YOUR ASSENT TO THE TERMS SET FORTH HEREIN, AND NETSCAPE AGREES TO FURNISH THE SOFTWARE AND DOCUMENTATION ONLY UPON THESE TERMS AND NOT THOSE CONTAINED IN YOUR PURCHASE ORDER. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability (i) of such provision under other circumstances or (ii) of the remaining provisions hereof under all circumstances. Headings shall not be considered in interpreting this Agreement. This Agreement shall be governed by and construed under California law as such law applies to agreements between California residents entered into and to be performed entirely within California, except as governed by Federal law. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

U.S. Government Restricted Rights

Use, duplication or disclosure by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Netscape Communications Corporation, 501 East Middlefield Road, Mountain View, CA 94043.

Netscape Communications Corporation
501 East Middlefield Road
Mountain View, CA 94043
phone: 1.415.254.1900
fax: 1.415.254.2601