

License, Limited Warranty and Copyright

IMPORTANT—READ CAREFULLY: This is a legal agreement between you (either an individual or a single entity) and Microsoft Corporation (The Company) for Lookout (The Software). If you do not agree to all of the terms of this License, then do not use, copy or install The Software.

This Software is protected by copyright laws and international treaty provisions. All rights reserved. Please read the license terms below. Portions of this software are Copyright © 2001 The Apache Software Foundation. All rights reserved. Please read the Apache Software License included in this document. For more information on the Apache Software Foundation, please see <http://www.apache.org>.

License

The Software is licensed, not sold, to you, and you will not use it except as permitted in this agreement. All rights not expressly granted are reserved by The Company or its licensors.

You are hereby granted a revocable, nonexclusive, nontransferable, limited license to use The Software on any number of computers or workstations for evaluation purposes without charge for a reasonable time period, or such time period as permitted by The Software, whichever is shorter.

You agree to the following:

- a) You may not reverse engineer, decompile, or disassemble The Software.
- b) You may not rent or lease The Software. You are specifically prohibited from charging or requesting donations for any copies, however made, and from distributing such copies with other products of any kind, commercial or otherwise, without prior written permission.
- c) Without prejudice to any other rights, The Company may terminate this License if you fail to comply with the terms and conditions herein. In such event, you must destroy all copies of The Software.

Limited Warranty

NO WARRANTIES. THE COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND REGARDING THE SOFTWARE. THE SOFTWARE AND ANY RELATED DOCUMENTATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH YOU.

NO LIABILITY FOR DAMAGES. IN NO EVENT SHALL THE COMPANY OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Miscellaneous

This Agreement will be governed by the laws of the State of Washington, U.S.A. If for any reason a court finds any provision or portion of this Agreement to be unenforceable, the remainder of this agreement will continue in full force and effect. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replace all prior or contemporaneous understandings or agreements regarding such subject matter. The Company may modify or amend this agreement at any time by providing you notice of the modification or amendment, and by installing, copying or using The Software after any such modification or amendment, you agree to be bound thereby.

The Apache Software License, Version 1.1

Copyright (c) 2001 The Apache Software Foundation. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. 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.
3. The end-user documentation included with the redistribution, if any, must include the following

acknowledgment: "This product includes software developed by the Apache Software Foundation (<http://www.apache.org/>)." Alternately, this acknowledgment may appear in the software itself, if and wherever such third-party acknowledgments normally appear.

4. The names "Apache" and "Apache Software Foundation" and "Apache Lucene" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact apache@apache.org.

5. Products derived from this software may not be called "Apache", "Apache Lucene", nor may "Apache" appear in their name, without prior written permission of the Apache Software Foundation.

THIS SOFTWARE IS PROVIDED ``AS IS'' AND ANY EXPRESSED 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 APACHE SOFTWARE FOUNDATION OR ITS 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.