

Echofon for Firefox Software License Agreement

1. Introduction and Acceptance. This Software License Agreement is a legal agreement between you (either an individual or an entity) and naan studio, Inc. regarding the use of the Echofon software, which includes user documentation provided in “online” or electronic form (together, the “**Software**”). BEFORE YOU CLICK ON THE “I ACCEPT AND AGREE” BUTTON AT THE END OF THIS DOCUMENT, CAREFULLY READ THE TERMS OF THIS AGREEMENT. BY DOWNLOADING THE SOFTWARE AND CLICKING ON THE “I ACCEPT AND AGREE” BUTTON, YOU ARE AGREEING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, CLICK THE “DECLINE” BUTTON AND THE SOFTWARE WILL NOT BE INSTALLED ON YOUR COMPUTER. IF YOU DO NOT INSTALL THIS SOFTWARE, PLEASE DESTROY OR DELETE ALL COPIES IN YOUR POSSESSION.

2. Grant of License. Subject to the restrictions set forth in this Agreement, naan studio hereby grants to you a non-exclusive copyright license to install and use (in object code format) the Software on your computer. The Software is “in use” on a computer when it is loaded into the temporary memory (i.e., RAM) or installed into the permanent memory (e.g., hard disk, CD-ROM, or other storage device) of your computer.

3. Ownership. The license granted to you in Section 2 is not a transfer or sale of naan studio’s ownership rights in or to the Software. Except for the license granted in Section 2, naan studio retains all right, title and interest (including all intellectual property rights) in and to the Software. The Software is protected by applicable intellectual property laws, including United States copyright laws and international treaties.

4. License Restrictions. YOU MAY NOT RENT, LEASE, SUBLICENSE, SELL, ASSIGN, LOAN, OR OTHERWISE TRANSFER THE SOFTWARE OR ANY OF YOUR RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT. You may not remove or destroy any copyright notices or other proprietary markings. You may not modify or adapt the Software, merge the Software into another program, or create derivative works based on the Software. You may not use, copy, or distribute the Software without naan studio’s authorization, except that you may make one copy of the Software for archival or back-up purposes only. You may print copies of any user documentation provided in “online” or electronic form for your personal use.

5. Prohibited Uses. You may not: (1) reverse engineer, decompile, disassemble, or create derivative works of the Software, except to the extent the foregoing restriction is expressly prohibited by applicable law; or (2) use the Software in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement.

6. Termination. This Agreement will be effective upon installation of the Software and will terminate automatically upon the earlier of: (a) your failure to comply with any term of this Agreement; (b) or by discontinuing use of the Software and by destroying all your copies of the Software. To uninstall the Software, you may use the standard Mozilla Firefox 'Add-ons' window. Once you access the 'Add-ons' window, select the 'Echofon' extension and click 'Uninstall'. The Software will be uninstalled and will no longer be visible when you restart Firefox.

7. Updates. The terms of the Agreement will govern any updates or upgrades provided by naan studio that replace or supplement the original Software, unless such update or upgrade is accompanied by a separate license in which case the terms of that license will govern.

8. Services. The Software may enable access to naan studio's and third party services and web sites (collectively and individually, "Services"). Use of the Services may require Internet access and that you accept additional terms of service. You understand that by using any of the Services, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, you agree to use the Services at your sole risk and that naan studio will not have any liability to you for content that may be found to be offensive, indecent, or objectionable.

Certain Services may display, include or make available content, data, information, applications or materials from third parties ("Third Party Materials") or provide links to certain third party web sites. By using the Services, you acknowledge and agree that the naan studio is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect of such Third Party Materials or web sites. naan studio does not warrant or endorse and does not assume and will not have any liability or responsibility to you or any other person for any third-party Services, Third Party Materials or web sites, or for any other materials, products, or services of third parties.

You agree that any Services contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary content, information, or materials in any way whatsoever except for permitted use of the Services. No portion of the Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in any manner, and you shall not exploit the Services in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that naan studio is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that you may receive as a result of using any of the Services.

To the extent you choose to access such Services or Third Party Materials, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. naan studio, and its licensors, reserve the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will naan studio be liable for the removal of or disabling of access to any such Services. Naan studio may also impose limits on the use of or access to certain Services, in any case and without notice or liability.

9. Transmission of Data. Use of the Software may involve the transmission of data over the Internet to naan studio, to Twitter, and, as discussed in Section 8 above, to other third-party Services, and you may not be notified in each instance of the transmission of information from your computer. The information that is transmitted to naan studio includes your Twitter username and

display name which naan studio only uses for syncing between your different versions of the Echofon software, and your tweets and other Twitter information needed to provide you the service, which we delete immediately after delivery to your computer or to Twitter. naan studio collects various categories of non-personally identifiable information, such as use data, application name, and version information. naan studio uses this information for purposes such as collecting information about our users' usage of the Software (including, without limitation, the publication and dissemination of data, reports, and other non-personally identifiable information derived therefrom to third parties). These third parties use this non-personally identifiable information for various purposes, including the selection and display of targeted advertisements on the free version of the Software. BY USING THE SOFTWARE, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION TO NAAN STUDIO AND TO NAAN STUDIO'S USE AND DISCLOSURE OF THIS INFORMATION.

10. Feedback. If you provide feedback to naan studio concerning the Software (“**Feedback**”) naan studio may use it to improve or enhance its products. You hereby grant naan studio a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, disclose, sublicense, distribute, modify, and otherwise exploit such Feedback without restriction.

11. NO WARRANTIES. THE SOFTWARE IS PROVIDED ON AN “AS IS” BASIS. YOU ASSUME ALL RESPONSIBILITIES FOR SELECTION OF THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NAAN STUDIO DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, ACCURACY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING WRITTEN MATERIALS. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SOFTWARE OR AGAINST INFRINGEMENT. THERE IS NO WARRANTY THAT THE SOFTWARE OR NAAN STUDIO’S EFFORTS WILL FULFILL ANY OF YOUR PARTICULAR PURPOSES OR NEEDS.

12. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES WILL NAAN STUDIO BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA OR OTHER SUCH PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF NAAN STUDIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL NAAN STUDIO’S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT EXCEED \$50.

13. Indemnification. You will indemnify, hold harmless, and defend naan studio (including all of its officers, employees, directors, subsidiaries, representatives, affiliates, and agents) and naan studio’s suppliers from and against any damages (including attorney’s fees and expenses), claims, and lawsuits that arise or result from your use of the Software.

14. Trademarks. Certain of the product and naan studio names used in this Agreement, the Software may constitute trademarks of naan studio or third parties. You are not authorized to use any such trademarks.

15. Export Restrictions. You may not export or re-export the Software without (a) the prior written consent of naan studio; and (b) complying with applicable export control laws and obtaining any necessary permits and licenses.

16. Government Use. The Software and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

17. General. This Agreement is governed by the laws of the State of California, without reference to its conflict of laws principles. Any dispute between you and naan studio regarding this Agreement will be subject to the exclusive jurisdiction of the state courts located in Santa Clara County, California and the federal courts in the Northern District of California in connection with any action arising under this Agreement. This Agreement is the entire agreement between you and naan studio and supersedes any other communications with respect to the Software. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will continue in full force and effect.

18. Questions. Should you have any questions concerning this Agreement, or if you desire to contact naan studio for any reason, please contact legal@naanstudio.com.