

EXHIBIT A

Zango End User License Agreement ("EULA")
(Last Revised April 2, 2007)

NOTICE TO USER: THIS END USER LICENSE AGREEMENT ("AGREEMENT") APPLIES WITH RESPECT TO SOFTWARE APPLICATIONS PROVIDED BY ZANGO AND ITS AFFILIATES (REFERRED TO IN THIS AGREEMENT AS "WE" OR "ZANGO") FROM ANY ZANGO WEBSITE. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU ACCEPT, "FINISH," "CONTINUE" OR A SIMILAR ACKNOWLEDGMENT BELOW, OR BY USING ALL OR ANY PORTION OF THE ZANGO SOFTWARE. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY OTHER AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE ZANGO SOFTWARE.

Special Notice for Non-English Speakers:

The Zango Software is suited primarily for the use of English speakers and, therefore, this Agreement is written in English and is addressed to English speakers. If you are not proficient in English and feel that you cannot properly understand this Agreement, we recommend that you get help from an English speaker to help you understand and accept the terms of this Agreement or, alternatively, refrain from installing or using the Zango Software. If you choose to install or use the Zango Software, you will be bound by this Agreement and the Privacy Policy incorporated herein.

Special Notice for Residents of the State of Alaska, USA:

The Zango Software may be prohibited by Alaska law. Therefore, by installing or using the Zango Software, you represent and warrant that you are not located in the state of Alaska. To the extent that our systems are able to recognize that your computer is located in the state of Alaska, we will not enable you to install the Zango Software.

Notice for All Users:

By installing the Zango Software, you get free access to sponsored content available on the Internet and other software applications. This content may show you a limited number of ads that pop up on your screen in a separate browser. The ads are based on keywords from the website that you may receive. Adult-oriented ads if you utilize keywords connected to, search for or view Adult websites. Once installed and running the Zango Software from your system tray, and you can uninstall anytime by using the Add or Remove Programs feature of Microsoft Windows. See Section 2 below for important terms and conditions regarding other software applications distributed by Zango.

1. Definitions. "Zango Software" means (a) the Search Assistant (as described in Section 5), or other Zango toolbar or spam blocker software; and (b) any bug fixes, upgrades, modified versions or updates to the Zango Software (collectively referred to as "Updates") subsequently provided to you. "Use," "Used" or "Using" means to access, install, download, copy or benefit from using the functionality of the Zango Software. "Other Software" means any software application that accompanies the Zango Software or requires you to have the Zango Software installed on your computer.

2. Owner of Computer; All Users Bound; Age Limitation; Software License; Other Software. You represent and warrant either that you are the owner of the computer and that you have authorized the download and installation of the Zango Software or that the owner of the computer has authorized you to do so. You agree, with respect to all users of the computer on which you have caused the Zango Software to reside, to provide a copy of these terms and conditions to each user and to obtain their consent to these terms and conditions before allowing them to Use the Zango Software. Alternatively, if you have caused the Zango Software to reside on the computer on behalf of one or more users of the computer on which you have caused or authorized the Zango Software to reside, you represent and warrant that you have caused or authorized the Zango Software to reside on the computer on behalf of all such other users. You understand that the presence of the Zango Software on any computer is voluntary and you may remove it at any time. You must be at least 18 years of age to Use the Zango Software. By accepting the terms of this Agreement and installing the Zango Software, you represent that you are over the age of 18. As long as you comply with, and subject to, the terms of this Agreement, Zango grants to you a non-exclusive, non-transferable, revocable license to Use the Zango Software, in binary executable form only, solely for the purposes described in this Agreement. This license does not apply to any Other Software. Your use of any Other Software is subject to that third party's license agreement and privacy policy, if any. Zango makes no representations as to the quality, suitability, functionality, or legality of any Other Software. Zango is not responsible or liable for any loss or damage of any sort incurred as a result of your download, installation, or use of Other Software. You hereby waive any claim you may have against Zango with respect to Other Software.

3. Restrictions. You will: (a) not reverse engineer, disassemble or decompile the Zango Software or attempt to discover or recreate the source code of the Zango Software, except as otherwise required by applicable law, (b) comply with all applicable laws, including U.S. export control laws, (c) not make any modification, adaptation, improvement, enhancement, translation or derivative work of or to the Zango Software, (d) not remove, alter or obscure any proprietary notices (including copyright notices) of Zango or its licensors in the Zango Software, (e) not Use the Zango Software for purposes for which it is not designed, and (f) only Use the Zango Software for personal, non-commercial use.

4. Intellectual Property Rights. The Zango Software is the intellectual property of, and owned by, Zango and its licensors and supplier organization and code of the Zango Software are the valuable trade secrets and confidential information of Zango and its licensors and suppliers. The Zango Software is protected by copyright, including without limitation by United States copyright law, international treaty provisions and applicable laws of the country in which it is being used. Except as expressly stated herein, this Agreement does not grant you any intellectual property rights and all rights not expressly granted are reserved by Zango and its licensors and suppliers. Notwithstanding anything set forth herein, the Zango Software is available under the terms of the Mozilla Public License. Any terms of the Mozilla Public License that differ from the Mozilla Public License are offered by Zango alone and, unless otherwise expressly provided in this Agreement, shall not apply.

party supplier to Zango.

5. Important Information Regarding Zango Search Assistant Zango Software. If the Zango Software consists of Zango Search Assistant Zango Software"), then the following terms and conditions apply to you:

5.1. Functionality. The Search Assistant Zango Software recognizes keywords from your Internet browser to display relevant contextual advertisements may be displayed on your computer screen at any time while you are searching and shopping online (and not necessarily product or service related to or downloaded with the Search Assistant Zango Software) and pop-up on your screen in a separate browser. Zango Software neither stores any personally identifiable information nor records your browsing behavior. Please refer to Section 9 (for information about our privacy policies).

5.2. Display of Advertising. The Search Assistant Zango Software starts automatically when you start your computer, runs in the background displays an icon in your system tray while running, and may periodically direct you to our sponsors' websites. By installing and/or using Zango Software you grant permission for Zango to periodically display sponsors' websites to you. The frequency of these advertisements on your screen in a separate browser) will be limited, but will vary depending on your use of the Internet. To see a representative example that may be displayed, go to <http://www.zango.com/destination/corporate/examples.htm>, which is incorporated herein by reference. You may receive Adult-oriented ads if you utilize keywords connected to, search for or view Adult websites. On occasion, you may search for an error from your browser software indicating that the site cannot be found. When this occurs, the Search Assistant Zango Software may redirect your web browser to our sponsor's websites based on the content of the website address, or URL, which you entered. Your actions. Content that is "Adult" is defined as any audio, video, audiovisual, images, sounds or text that contain or reference any of the violence, blood and gore, weapons, use of alcohol, drugs, tobacco, online gambling, pornography, erotica, erotic images, nudity, sex, and sexual references. If you are using Microsoft Internet Explorer 6.0 or higher, you can utilize its Content Advisor feature to help restrict sites and advertisements, including Adult ones, from opening in your browser. Specifically, please follow the following steps: 1. In Internet Tools/Internet Options; 2. Select the Content tab; 3. Select either Enable to turn on this feature and adjust the settings or Settings (if enabled) to adjust your settings; 4. Customize your settings under each of the available tabs. Please note that the Content Advisor feature does not specifically restrict content based on crude or off-color humor, or controlled substances. If you experience difficulty with the feature please contact Microsoft customer support for assistance.

5.3. Identification of Advertisements. The advertisements that the Search Assistant Zango Software presents are provided in a separate window are not endorsed by or affiliated with the websites that trigger their appearance. Advertisements that the Search Assistant Zango Software branded with a Zango brand name in the browser window so you will know that they are brought to you by Zango and the Search Assistant not by the Web pages you may be viewing when the advertisements are displayed.

6. Uninstallation. You understand and agree that the presence of the Zango Software on your computer is voluntary and that you may remove the Software from your computer at any time. The Zango Software may be uninstalled by going to the "Add/Remove Programs" menu on your computer the "Remove" button next to the entry for the Zango Software. Specifically, to uninstall the Zango Software, please follow these steps: 1. Select Control Panel; 2. Select Add or Remove Programs; 3. Select the Zango Software; 4. Click Change/Remove. Please note that the proper way to ensure complete removal of all Zango Software files - many anti-spyware or other software tools do not completely or properly remove the Software. Some Internet content and software publishers, including Zango, require that their users have certain of the Zango Software (Search Assistant Zango Software) installed on their computer in order to access their content or use their software applications ("Content Provider Software"). Such Zango Software may impact your ability to access such content and/or use such software. You may be required to restart your computer after uninstallation to take effect.

7. Updates. Zango, in its sole discretion, may provide you with Updates to the Zango Software as part of this Agreement. The Zango Software automatically check with Zango for the existence of any Update that Zango has released, and in the event that one is available, the Zango Software itself automatically. Nothing herein shall be construed or interpreted as requiring that Zango provide Updates. Zango will not install an Update that in our reasonable judgment has functionality that is materially different from the functionality of the previously installed version without your prior consent.

8. Disclaimer of Warranties and Remedies; Indemnity.

8.1. No Warranty; Disclaimer. YOUR USE OF THE ZANGO SOFTWARE IS AT YOUR SOLE RISK. THE ZANGO SOFTWARE IS PROVIDED ON AN "AS IS" AVAILABLE" BASIS. ZANGO, AND ITS LICENSORS AND SUPPLIERS, EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ZANGO, LICENSORS AND SUPPLIERS, MAKE NO WARRANTY THAT (i) THE ZANGO SOFTWARE WILL MEET YOUR REQUIREMENTS, (ii) THE ZANGO SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ZANGO SOFTWARE WILL BE RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE ZANGO SOFTWARE WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE ZANGO SOFTWARE WILL BE CORRECTED. ANY MATERIAL DAMAGE OR LOSS OBTAINED THROUGH THE USE OF THE ZANGO SOFTWARE IS OBTAINED AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, ORAL OR WRITTEN, OBTAINED BY YOU FROM ZANGO OR THROUGH OR FROM THE ZANGO SOFTWARE SHALL CREATE ANY WARRANTY.

8.2. Limitation of Damages. NEITHER ZANGO NOR ANY OF ITS LICENSORS OR SUPPLIERS WILL HAVE ANY, AND YOU RELEASE ZANGO AND ITS LICENSORS AND SUPPLIERS FROM ANY, LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE OR OTHERWISE) FOR ANY DAMAGES SUFFERED BY YOU FROM THE USE OR INABILITY TO USE THE ZANGO SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

CONSEQUENTIAL DAMAGES OR LOSS OF DATA, SAVINGS, OR PROFITS OR THE COST OF PROCURING SUBSTITUTE GOODS, EVEN IF ZANGO IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL ZANGO'S ENTIRE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BE LIMITED TO THE LIMITATIONS IN THIS SECTION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER

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.

Any representations made with respect to, and support or assistance offered by Zango in connection with, the Zango Software are offered not by any third party providing open source to Zango.

9. Use of Information. By installing the Zango Software, you grant permission for Zango to collect and use certain information. You acknowledge that you have reviewed the Zango Privacy Policy, which describes Zango's practices with respect to the collection, use and disclosure of information in connection with the Use of the Zango Software. A copy of the Privacy Policy is available at <http://www.zango.com/destination/corporate/privacypolicy.aspx>. Zango reserves the right to change the provisions of its Privacy Policy from time to time. Zango will post any changes to the Privacy Policy at the web address provided in the sentence. Your Use of the Zango Software following the posting of such changes to the Privacy Policy will constitute your acceptance of such changes.

10. Infringement Reporting Procedure. Zango is not responsible for content hosted by non-Zango content providers, however, if you are aware of infringing or illegal content hosted by a site that utilizes the Zango Software as an access control mechanism, please notify Zango at the contact information we may take appropriate action.

11. Compatibility. Zango does not warrant that the Zango Software will be compatible with your hardware or other software installed on your computer system. Compatibility issues may cause your computer's performance to suffer. In the event that the Zango Software is not compatible with other software installed on your computer system, the Zango Software can be uninstalled by going to the "Add/Remove Programs" menu in the Start menu and clicking the "Remove" button next to the entries for Zango. Please refer to Section 6 (above) for detailed uninstall directions. Like all software, the Zango Software utilizes some of your computer's resources to run, including system memory and Internet connection. Use of the Zango Software on a computer with inadequate system resources will cause such computer's performance to suffer.

12. User Representations and Warranties. You acknowledge, represent and warrant that (a) you own the computer on which you are installing the Zango Software, or have the authority to install the Zango Software on such computer; (b) your installation and/or Use of the Zango Software complies with all applicable local, state or federal laws that apply to you, or the Use or installation of the Zango Software; and (c) Zango is not causing the Zango Software to be installed on your computer, but has provided the Zango Software to you, which you are installing of your own volition.

13. Indemnification. You agree to defend, indemnify, and hold harmless Zango, its licensors and suppliers, and each of their respective employees, from and against any lawsuits, claims, losses, damages, fines and expenses (including attorneys' fees and costs) arising out of or in connection with the Zango Software or your breach of this Agreement.

14. Export. You agree that the Zango Software may not be acquired, shipped, transported, exported, or re-exported (a) into (or to a person in) any U.S. embargoed country or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of State's Table of Denial Orders. By using the Zango Software, you represent and warrant that you are not located in, under control of, or a national of such country or on any such list.

15. Governing Law; Dispute Resolution. This Agreement will be governed by and construed in accordance with the laws of the State of Washington without regard to its choice of law principles to the contrary. Any controversy, dispute or claim arising out of or relating to this Agreement shall be resolved by binding arbitration administered by Judicial Arbitration and Mediation Services, Inc. pursuant to its Comprehensive Arbitration Procedure (the "Rules"), except as otherwise provided herein. Arbitration shall be the exclusive method of resolving any controversy, dispute or claim arising out of or relating to this Agreement. Any arbitration conducted hereunder shall take place in Seattle, Washington. Judgment on any award rendered in any court having jurisdiction. The arbitrator's fee and other expenses of the arbitration process shall be shared equally. The parties shall bear their own respective costs and attorneys' fees. Washington law, to the extent permitted, shall govern all substantive aspects of the dispute; however, the Rules shall not be subject to the Rules. Nothing in this section shall prohibit Zango from seeking injunctive relief before an appropriate court to the extent necessary to protect its rights pending resolution of the dispute in accordance with the foregoing provisions.

16. United States Government End Users. If you are an end user acting on behalf of the United States Government ("U.S. Government"), the Zango Software is provided to you with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial License Agreement Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Zango, Inc., 3600 136th Place SE, Bellevue, WA 98006 USA.

17. Miscellaneous. This is the entire agreement between Zango and you relating to the Zango Software, and it supersedes any prior discussions, undertakings, communications or advertising relating to the Zango Software. If any part of this Agreement is held by a court to be unenforceable, it will not affect the validity of the balance of the Agreement, which will remain valid and enforceable according to its terms. This Agreement may only be modified by a writing signed by an authorized officer of Zango. If you violate any term of this Agreement, Zango may terminate this Agreement without waiving any other rights. This Agreement is assignable by Zango. You may not assign your rights and obligations under this Agreement.

18. Contact Us. If you have any questions about the Zango Software, you should first consult our website <http://www.zango.com>. This website contains company information, answers to frequently asked questions, and all of Zango's current policies. If you have further questions or concerns, please contact us at the contact information provided in the sentence.

<http://www.zango.com/destination/corporate/contactus.aspx> or write to

Zango Support, 3600 136th Place SE, Bellevue, WA 98006.