

provisions. With respect to disputes in which at least one party is a citizen of, or an entity chartered or registered to do business in the United States of America, any litigation relating to this License shall be subject to the jurisdiction of the Federal Courts of the Northern District of California, with venue lying in Santa Clara County, California, with the losing party responsible for costs, including without limitation, court costs and reasonable attorneys' fees and expenses. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License.

The Initial Developer of the Original Code is \_\_\_\_\_.  
Portions created by \_\_\_\_\_ are Copyright (C) \_\_\_\_\_. All Rights Reserved.

Contributor(s): \_\_\_\_\_.

Alternatively, the contents of this file may be used under the terms of the \_\_\_\_ license (the "[ ] License"), in which case the provisions of [ ] License are applicable instead of those above. If you wish to allow use of your version of this file only under the terms of the [ ] License and not to allow others to use your version of this file under the MPL, indicate your decision by deleting the provisions above and replace them with the notice and other provisions required by the [ ] License. If you do not delete the provisions above, a recipient may use your version of this file under either the MPL or the [ ] License."

[NOTE: The text of this Exhibit A may differ slightly from the text of the notices in the Source Code files of the Original Code. You should use the text of this Exhibit A rather than the text found in the Original Code Source Code for Your Modifications.]

12. RESPONSIBILITY FOR CLAIMS.

As between Initial Developer and the Contributors, each party is responsible for claims and damages arising, directly or indirectly, out of its utilization of rights under this License and You agree to work with Initial Developer and Contributors to distribute such responsibility on an equitable basis. Nothing herein is intended or shall be deemed to constitute any admission of liability.

13. MULTIPLE-LICENSED CODE.

Initial Developer may designate portions of the Covered Code as "Multiple-Licensed". "Multiple-Licensed" means that the Initial Developer permits you to utilize portions of the Covered Code under Your choice of the NPL or the alternative licenses, if any, specified by the Initial Developer in the file described in Exhibit A.

EXHIBIT A -Mozilla Public License.

``The contents of this file are subject to the Mozilla Public License Version 1.1 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at <http://www.mozilla.org/MPL/>

Software distributed under the License is distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, either express or implied. See the License for the specific language governing rights and limitations under the License.

The Original Code is \_\_\_\_\_.