

END-USER LICENSE AGREEMENT FOR MICROSOFT SOFTWARE

IMPORTANT—READ CAREFULLY: This End-User License Agreement (“EULA”) is a legal agreement between you (either an individual or a single entity) and Microsoft Corporation for the Microsoft software product identified above, which includes computer software and may include associated media, printed materials, and “online” or electronic documentation (“SOFTWARE PRODUCT”). The SOFTWARE PRODUCT also includes any updates and supplements to the original SOFTWARE PRODUCT provided to you by Microsoft. Any software provided along with the SOFTWARE PRODUCT that is associated with a separate end-user license agreement is licensed to you under the terms of that license agreement. You agree to be bound by the terms of this EULA by installing, copying, downloading, accessing or otherwise using the SOFTWARE PRODUCT. If you do not agree, do not install or use the SOFTWARE PRODUCT; you may, return it to your place of purchase for a full refund.

SOFTWARE PRODUCT LICENSE

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

1. GRANT OF LICENSE. Microsoft grants you the following rights provided that you comply with all the terms and conditions of this EULA.

- **Installation and use.** You may install and use one copy of the SOFTWARE PRODUCT on a single computer, including a workstation, terminal or other digital electronic device (“COMPUTER”). You may permit a maximum of five (5) COMPUTERS to connect to the single COMPUTER running the SOFTWARE PRODUCT solely to access the Internet using the Internet Connection Sharing feature of the SOFTWARE PRODUCT. You may not allow these connected COMPUTERS to use any other components of the SOFTWARE PRODUCT, nor to invoke application sharing as described below. The five (5) connection maximum includes any indirect connections made through software or hardware which pools or aggregates connections.
- **Storage/Network Use.** You may also store or install a copy of the SOFTWARE PRODUCT on a storage device, such as a network server, used only to install or run the SOFTWARE PRODUCT on your other COMPUTERS over an internal network; however, you must acquire and dedicate a license for each separate COMPUTER on or from which the SOFTWARE PRODUCT is installed, used, accessed, displayed or run. A license for the SOFTWARE PRODUCT may not be shared or used concurrently on different COMPUTERS. Notwithstanding the foregoing, any number of COMPUTERS may access or otherwise utilize the file and print services and peer web services of the SOFTWARE PRODUCT. In addition, you may use the “Multiple Display” feature of the SOFTWARE PRODUCT to expand your desktop as described in the on-line Help file, without obtaining a license for each display.
- **License Pak.** If this package is a Microsoft License Pak, you may install and use additional copies of the computer software portion of the SOFTWARE PRODUCT up to the number of copies specified above as “Licensed Copies”.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

- **Academic Edition Software.** To use the SOFTWARE PRODUCT identified as “Academic Edition” or “AE,” you must be a “Qualified Educational User”. For qualification related questions, please contact the Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399 or the Microsoft subsidiary serving your country.
- **Not For Resale Software.** SOFTWARE PRODUCT labeled “Not For Resale” or “NFR,” may not be resold, transferred or used for any purpose other than demonstration, test or evaluation.
- **Limitations on Reverse Engineering, Decompilation, and Disassembly.** You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- **Separation of Components.** The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use on more than one computer.
- **Rental.** You may not rent, lease or lend the SOFTWARE PRODUCT.

- **Trademarks.** This EULA does not grant you any rights in connection with any trademarks or service marks of Microsoft.
 - **Application Sharing.** The SOFTWARE PRODUCT may contain Microsoft NetMeeting, a product that enables applications to be shared between two or more computers, even if an application is installed on only one of the computers. You may use this technology with all Microsoft application products for multi-party conferences. For non-Microsoft applications, you should consult the accompanying license agreement or contact the licensor to determine whether application sharing is permitted by the licensor.
 - **Support Services.** Microsoft may provide you with support services related to the SOFTWARE PRODUCT ("Support Services"). Use of Support Services is governed by the Microsoft policies and programs described in the user manual, in "on line" documentation and/or other Microsoft-provided materials. Any supplemental software code provided to you as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this EULA. With respect to technical information you provide to Microsoft as part of the Support Services, Microsoft may use such information for its business purposes, including for product support and development. Microsoft will not utilize such technical information in a form that personally identifies you.
 - **Software Transfer.** The initial user of the SOFTWARE PRODUCT may make a one-time permanent transfer of this EULA and SOFTWARE PRODUCT only directly to an end user. This transfer must include all of the SOFTWARE PRODUCT (including all component parts, the media and printed materials, any upgrades, this EULA, and, if applicable, the Certificate of Authenticity). Such transfer may not be by way of consignment or any other indirect transfer. The transferee of such one-time transfer must agree to comply with the terms of this EULA, including the obligation not to further transfer this EULA and SOFTWARE PRODUCT.
 - **Termination.** Without prejudice to any other rights, Microsoft may cancel this EULA if you do not abide by the terms and conditions of this EULA, in which case, you must destroy all copies of the SOFTWARE PRODUCT and all of its component parts.
3. **UPGRADES.** To use a SOFTWARE PRODUCT identified as an upgrade, you must first be licensed for the product identified by Microsoft as eligible for the upgrade. After upgrading, you may no longer use the product that formed the basis for your upgrade eligibility.
 4. **COPYRIGHT.** All title and intellectual property rights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by Microsoft or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE PRODUCT is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. All rights not expressly granted are reserved by Microsoft.
 5. **DUAL-MEDIA SOFTWARE.** You may receive the SOFTWARE PRODUCT in more than one medium. Regardless of the type or size of medium you receive, you may use only one medium that is appropriate for your single computer. You may not use or install the other medium on another computer. You may not loan, rent, lease, lend or otherwise transfer the other medium to another user, except as part of the permanent transfer (as provided above) of the SOFTWARE PRODUCT.
 6. **BACKUP COPY.** After installation of one copy of the SOFTWARE PRODUCT pursuant to this EULA, you may keep the original media on which the SOFTWARE PRODUCT was provided by Microsoft solely for backup or archival purposes. If the original media is required to use the SOFTWARE PRODUCT on the COMPUTER, you may make one copy of the SOFTWARE PRODUCT solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the SOFTWARE PRODUCT or the printed materials accompanying the SOFTWARE PRODUCT.
 7. **U.S. GOVERNMENT RESTRICTED RIGHTS.** All SOFTWARE PRODUCT provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere herein. All SOFTWARE PRODUCT provided to the U. S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.
 8. **EXPORT RESTRICTIONS.** You acknowledge that the SOFTWARE PRODUCT is of U.S.-origin. You agree to comply with all applicable international and national laws that apply to these products, including the U.S. Export Administration Regulations, as well as end-user, end-use and country destination restrictions issued by U.S. and other governments. For additional information on exporting Microsoft products, see <http://www.microsoft.com/exporting/>.
 9. **NOTE ON JAVA SUPPORT.** THE SOFTWARE PRODUCT MAY CONTAIN SUPPORT FOR PROGRAMS WRITTEN IN JAVA. JAVA TECHNOLOGY IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE AS ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE

OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF JAVA TECHNOLOGY COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. Sun Microsystems, Inc. has contractually obligated Microsoft to make this disclaimer.

10. INTERNET GAMES. If you choose to access the Internet Games feature from within the SOFTWARE PRODUCT, certain system information and a computer identifier necessary for the administration of game play will be uploaded to the Internet Games web site. By accessing the Internet Games feature, you explicitly authorize Microsoft and/or its designated agent to access and utilize that information for that purpose.

MISCELLANEOUS

If you acquired this product in the United States, this EULA is governed by the laws of the State of Washington.

If you acquired this product in Canada, this EULA is governed by the laws of the Province of Ontario, Canada. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario and further agrees to commence any litigation which may arise hereunder in the courts located in the Judicial District of York, Province of Ontario.

If this product was acquired outside the United States, then local law may apply.

Should you have any questions concerning this EULA, or if you desire to contact Microsoft for any reason, please contact Microsoft, or write: Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399.

LIMITED WARRANTY

LIMITED WARRANTY. Microsoft warrants that the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt.

If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (NINETY (90) DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY (90) DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you.

Any supplements or updates to the SOFTWARE PRODUCT, including without limitation, any (if any) service packs or hot fixes provided to you after the expiration of the ninety (90) day Limited Warranty period are not covered by any warranty or condition, express or implied, or statutory.

LIMITATION ON REMEDIES; NO CONSEQUENTIAL OR OTHER DAMAGES. Your exclusive remedy for any breach of this Limited Warranty is as set forth below. **Except for any refund elected by Microsoft, YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, if the SOFTWARE PRODUCT does not meet Microsoft's Limited Warranty, and, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose.** The terms "Exclusion of Incidental, Consequential and Certain Other Damages" below are also incorporated into this Limited Warranty. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights. You may have others which vary from state/jurisdiction to state/jurisdiction.

YOUR EXCLUSIVE REMEDY. Microsoft's and its suppliers' entire liability and your exclusive remedy shall be, at Microsoft's option from time to time, (a) return of the price paid (if any) for the SOFTWARE PRODUCT, or (b) repair or replacement of, the SOFTWARE PRODUCT that does not meet this Limited Warranty and that is returned to Microsoft with a copy of your receipt. You will receive the remedy elected by Microsoft without charge, except that you are responsible for any expenses you may incur (e.g. cost of shipping the SOFTWARE PRODUCT to Microsoft). This Limited Warranty is void if failure of the SOFTWARE PRODUCT has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement SOFTWARE PRODUCT will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States or Canada, neither these remedies nor any product support services offered by Microsoft are available without proof of purchase from an authorized international source. To exercise your remedy, contact: Microsoft, Attn. Microsoft Sales Information Center at the address specified above, or the Microsoft subsidiary servicing your country.

DISCLAIMER OF WARRANTIES. The limited warranty that appears above is the only express warranty made to you and is provided in lieu of any other express warranties (if any) created by any documentation or packaging. **Except for the limited warranty and to the maximum extent permitted by applicable law, Microsoft and its suppliers provide the SOFTWARE PRODUCT and Support Services (if any) AS IS AND WITH ALL FAULTS, and hereby disclaim all other warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties or conditions of merchantability, of fitness for a particular purpose, of lack of viruses, of**

accuracy or completeness of responses, of results, and of lack of negligence or lack of workmanlike effort, all with regard to the SOFTWARE PRODUCT, and the provision of or failure to provide Support Services. **ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE PRODUCT.**

EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. To the maximum extent permitted by applicable law, in no event shall Microsoft or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the SOFTWARE PRODUCT, the provision of or failure to provide Support Services, or otherwise under or in connection with any provision of this EULA, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of Microsoft or any supplier, and even if Microsoft or any supplier has been advised of the possibility of such damages.

LIMITATION OF LIABILITY AND REMEDIES. Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Microsoft and any of its suppliers under any provision of this EULA and your exclusive remedy for all of the foregoing (except for any remedy of repair or replacement elected by Microsoft with respect to any breach of the Limited Warranty) shall be limited to the greater of the amount actually paid by you for the SOFTWARE PRODUCT or U.S.\$5.00. The foregoing limitations, exclusions and disclaimers described above shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

Si vous avez acquis votre produit Microsoft au CANADA, la garantie limitée suivante vous concerne :

Microsoft garantit que la performance du PRODUIT LOGICIEL sera substantiellement en conformité avec la documentation écrite qui accompagne le PRODUIT LOGICIEL, pour une période de quatre-vingt-dix (90) jours à compter de la date de réception.

Si une garantie ou condition implicite ou légale existe en vertu de la loi de votre état ou juridiction et qu'une loi fédérale ou provinciale prohibe toute exclusion ou renonciation à une telle garantie ou condition, vous avez également une garantie ou condition implicite ou légale, **MAIS SEULEMENT EN CE QUI CONCERNE LES DÉFAUTS DÉCOUVERTS PENDANT LA DURÉE DE CETTE GARANTIE LIMITÉE (QUATRE-VINGT-DIX (90) JOURS). EN CE QUI CONCERNE LES DÉFAUTS DÉCOUVERTS APRÈS LA DURÉE DE QUATRE-VINGT-DIX (90) JOURS, IL N'EXISTE AUCUNE GARANTIE OU CONDITION DE QUELQUE NATURE QUE CE SOIT.** Puisque certains états ou juridictions ne permettent pas la limitation de la durée des garanties ou conditions légales ou implicites, il est possible que la limitation ci-dessus ne vous concerne pas.

Tout supplément ou mise à jour du PRODUIT LOGICIEL, y compris sans limitation, tout (s'il y a lieu) ensemble de modifications provisoires ("Service Pack" ou "hot fixes") qui vous est fourni après l'expiration de la période de quatre-vingt-dix (90) jours de cette garantie limitée ne sont couverts par aucune garantie ou condition, expresse ou implicite, légale ou conventionnelle, écrite ou verbale.

LIMITATION DES RECOURS; ABSENCE DE DOMMAGES INDIRECTS ET AUTRES. Votre unique recours pour tout manquement à la présente Garantie Limitée est tel que décrit ci-dessous. **À l'exception de tout remboursement à la discrétion de Microsoft, VOUS N'AVEZ DROIT À AUCUN DOMMAGE, Y COMPRIS, MAIS SANS LIMITATION, LES DOMMAGES INDIRECTS, ACCESSOIRES, MORAUX OU EXEMPLAIRES, si le PRODUIT LOGICIEL n'est pas conforme à la Garantie Limitée de Microsoft et ce, dans toute la mesure permise par la législation en vigueur, et même si un recours est privé de son essence.** Les termes du paragraphe ci-dessous intitulé "Absence de dommages accessoires, indirects et autres" font également partie intégrante de la présente Garantie Limitée. Puisque certains états ou juridictions ne permettent pas l'exclusion ou la limitation des dommages accessoires et indirects, il est possible que la limitation ou exclusion ci-dessus ne vous concerne pas. Cette Garantie Limitée vous accorde des droits juridiques spécifiques. Il est possible que vous en ayez d'autres variant d'un état ou d'une juridiction à l'autre.

VOTRE SEUL RECOURS. La seule responsabilité de Microsoft et de ses fournisseurs et votre unique recours sont, au choix de Microsoft, de temps à autre, (a) le remboursement du prix payé (selon le cas) pour, ou (b) la réparation ou le remplacement du, PRODUIT LOGICIEL qui n'est pas conforme à la présente Garantie Limitée et qui est

retourné à Microsoft avec une copie de votre reçu. Le recours choisi par Microsoft vous est accordé sans frais, sous réserve de toute dépense que vous pourriez encourir (par exemple les coûts de livraison du PRODUIT LOGICIEL à Microsoft). Cette garantie limitée est nulle si la défectuosité du PRODUIT LOGICIEL résulte d'un accident, d'un abus d'utilisation, d'un usage non approprié ou anormal ou d'un virus. Tout PRODUIT LOGICIEL de remplacement sera garanti pour le reste de la période de garantie initiale ou pendant trente (30) jours, selon la période la plus longue. À l'extérieur des États-Unis et du Canada, aucun recours ou service d'assistance de produit offert par Microsoft n'est disponible sans une preuve d'achat provenant d'une source internationale autorisée. Pour exercer votre recours, veuillez communiquer avec : Microsoft, attn. Microsoft Sales Information Center, à l'adresse indiquée plus bas.

RENONCIATION AUX GARANTIES. La Garantie Limitée ci-dessus est la seule garantie expresse qui vous est accordée et remplace toute autre garantie expresse (selon le cas) apparaissant dans toute documentation ou emballage. Sauf pour la Garantie Limitée et dans toute la mesure permise par la législation en vigueur, Microsoft et ses fournisseurs fournissent le PRODUIT LOGICIEL et les Services d'assistance (selon le cas) TELS QUELS ET AVEC TOUS SES DÉFAUTS, et par les présentes excluent toute autre garantie et condition, expresse ou implicite, légale ou conventionnelle, écrite ou verbale, y compris, mais sans limitation, toute (selon le cas) garantie et condition implicite ou légale de qualité marchande, de conformité à un usage particulier, d'absence de virus, d'exactitude et d'intégralité des réponses, de résultats, d'efforts techniques et professionnels et d'absence de négligence, le tout relativement au PRODUIT LOGICIEL et à la prestation ou à la non prestation des Services d'assistance. DE PLUS, IL N'Y A AUCUNE GARANTIE ET CONDITION DE TITRE, DE JOUISSANCE PAISIBLE, DE POSSESSION PAISIBLE, DE SIMILARITÉ À LA DESCRIPTION ET D'ABSENCE DE CONTREFAÇON RELATIVEMENT AU PRODUIT LOGICIEL.

PAS DE RESPONSABILITÉ POUR LES DOMMAGES INDIRECTS, ACCESSOIRES ET AUTRES. Dans toute la mesure permise par la législation en vigueur, Microsoft et ses fournisseurs ne sont en aucun cas responsables de tout dommage spécial, indirect, accessoire, moral ou exemplaire quel qu'il soit (y compris, mais sans limitation, les dommages entraînés par la perte de bénéfices ou la perte d'information confidentielle ou autre, l'interruption des affaires, les préjudices corporels, la perte de confidentialité, le défaut de remplir toute obligation y compris les obligations de bonne foi et de diligence raisonnable, la négligence, et toute autre perte pécuniaire ou autre perte de quelque nature que ce soit) découlant de, ou de toute autre manière lié à, l'utilisation ou l'impossibilité d'utiliser le PRODUIT LOGICIEL, la prestation ou la non-prestation des Services d'assistance, ou autrement en vertu de ou relativement à toute disposition de cette convention, même en cas de faute, délit ou quasi-délit (y compris la négligence), responsabilité stricte, manquement au contrat ou à une garantie de la part de Microsoft ou de tout fournisseur, même si Microsoft et ses fournisseurs ont été avisés de la possibilité de tels dommages.

LIMITATION DE RESPONSABILITÉ ET RECOURS. Malgré tout dommage que vous pourriez encourir pour quelque raison que ce soit (y compris, sans limitation, tous les dommages mentionnés ci-dessus et tous les dommages directs et généraux), la seule responsabilité de Microsoft et de ses fournisseurs en vertu de toute disposition de cette convention et votre unique recours en regard de tout ce qui précède (sauf dans le cas où Microsoft choisit de réparer ou de remplacer conformément aux termes de la Garantie Limitée) sont limités au plus élevé des montants suivants : soit (a) le montant que vous avez payé pour cette licence, soit (b) un montant équivalent à cinq dollars U.S. (5.00 \$U.S.). Les limitations et exclusions ci-dessus (y compris le présent paragraphe et les deux paragraphes précédents) s'appliquent dans toute la mesure permise par la législation en vigueur, et ce même si leur application a pour effet de priver un recours de son essence.

LÉGISLATION APPLICABLE. Si vous avez acquis ce PRODUIT LOGICIEL au Canada, sauf lorsqu'expressément prohibé par la loi locale, cette convention est régie par les lois en vigueur dans la province d'Ontario, Canada. Pour tout différend qui pourrait découler des présentes, vous reconnaissez la compétence des tribunaux fédéraux et provinciaux siégeant à Toronto, Ontario.

Si vous avez des questions concernant cette licence, ou si vous désirez communiquer avec Microsoft pour quelque raison que ce soit, veuillez contacter la succursale Microsoft desservant votre pays, ou écrire à : Microsoft Sales Information Center – One Microsoft Way – Redmond, WA 98052-6399.