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SOFTWARE PRODUCT LICENSE

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- **Language Version Selection.** Manufacturer may have elected to provide you with a one-time selection of two or more language versions of the SOFTWARE as part of the SOFTWARE setup process. In such event, you are licensed to use only one of the language versions provided. Once you have used a language version, you are not licensed to use any of the other language versions that Manufacturer may have included with the COMPUTER.

- **Operating System Selection.** Manufacturer may have elected to provide you with a selection of Microsoft operating system software for the COMPUTER. If the SOFTWARE PRODUCT includes more than one (1) Microsoft operating system ("Microsoft OS"), you are licensed to use only one of the Microsoft OS selections provided. As part of the setup process for the SOFTWARE you will be given a one-time option to select one (1) Microsoft OS. Upon selection, the one Microsoft OS selected by you will be set up on the COMPUTER, and the other Microsoft OS(s) not selected by you will be automatically and permanently deleted from the hard disk of the COMPUTER.
- **Additional Software/Services.** The terms of this EULA apply to Microsoft updates, supplements, add-on components, or Internet-based services components of the SOFTWARE ("Supplemental Components") that Manufacturer, MS, Microsoft Corporation or their subsidiaries may provide to you or make available to you after the date you obtain your initial copy of the SOFTWARE, unless other terms are provided along with such Supplemental Components. If other terms are not provided along with such Supplemental Components and the Supplemental Components are provided to you by MS, Microsoft Corporation or a Microsoft subsidiary then you will be licensed by such entity under the same terms and conditions of this EULA, except that the MS, Microsoft Corporation or Microsoft subsidiary entity providing the Supplemental Components will be the licensor with respect to such components in lieu of the "Manufacturer" for the purposes of the EULA, including, without limitation the Limited Warranty Appendix. THE LIMITED WARRANTY (IF ANY) INCLUDED WITH OR IN THIS EULA APPLIES TO SUCH SUPPLEMENTAL COMPONENTS (IF ANY) PROVIDED THAT YOU LICENSED THE SUPPLEMENTAL COMPONENTS WITHIN THE ORIGINAL TERM OF THE LIMITED WARRANTY. HOWEVER, PROVISION OF THE SUPPLEMENTAL COMPONENTS DOES NOT EXTEND THE TIME PERIOD FOR WHICH THE LIMITED WARRANTY IS PROVIDED. ALL OTHER DISCLAIMERS, EXCLUSIONS OF DAMAGES, AND LIMITATIONS OF LIABILITY AND REMEDIES SET FORTH IN THIS EULA SHALL APPLY TO SUCH SUPPLEMENTAL COMPONENTS.

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NO LIABILITY FOR CONSEQUENTIAL DAMAGES. To the maximum extent permitted by applicable law, in no event shall Manufacturer or its suppliers be liable for any damages whatsoever (including without limitation, direct or indirect damages for personal injury, 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 this product, even if Manufacturer has been advised of the possibility of such damages. In any case, Manufacturer's and its suppliers' entire liability under any provision of this agreement shall be limited to the amount actually paid by you for the SOFTWARE and/or Microsoft hardware. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

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LIMITED WARRANTY

LIMITED WARRANTY. Manufacturer warrants that (a) the SOFTWARE will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt, and (b) any Microsoft hardware accompanying the SOFTWARE will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of receipt. Any implied warranties or conditions on the SOFTWARE and Microsoft hardware are limited to ninety (90) days and one (1) year, respectively. Some states/jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you.

CUSTOMER REMEDIES. Manufacturer's and its suppliers' entire liability and your exclusive remedy shall be, at Manufacturer's option, either (a) return of the price paid, or (b) repair or replacement of the SOFTWARE or hardware that does not meet this Limited Warranty and which is returned to Manufacturer with a copy of your receipt. This Limited Warranty is void if failure of the SOFTWARE or hardware has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE or hardware will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

NO OTHER WARRANTIES. To the maximum extent permitted by applicable law, Manufacturer and its suppliers disclaim all other warranties, either express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose, with regard to the SOFTWARE, the accompanying written materials, and any accompanying hardware. This limited warranty gives you specific legal rights. You may have others which vary from state/jurisdiction to state/jurisdiction.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. To the maximum extent permitted by applicable law, in no event shall Manufacturer or its suppliers be liable for any damages whatsoever (including without limitation, direct or indirect damages for personal injury, 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 this product, even if Manufacturer has been advised of the possibility of such damages. In any case, Manufacturer's and its suppliers' entire liability under any provision of this agreement shall be limited to the amount actually paid by you for the SOFTWARE and/or Microsoft hardware. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

This Software License Agreement 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.

ANNEXE

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APPENDIX
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FOR
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LIMITED WARRANTY

LIMITED WARRANTY. Manufacturer warrants that (a) the SOFTWARE will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt, and (b) any Microsoft hardware accompanying the SOFTWARE will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of receipt. Any implied warranties on the SOFTWARE and Microsoft hardware are limited to ninety (90) days and one (1) year, respectively. Some states/jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you.

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NO OTHER WARRANTIES. To the maximum extent permitted by applicable law, Manufacturer and its suppliers disclaim all other warranties, either express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose, with regard to the SOFTWARE, the accompanying written materials, and any accompanying hardware. This limited warranty gives you specific legal rights. You may have others which vary from state/jurisdiction to state/jurisdiction.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. To the maximum extent permitted by applicable law, in no event shall Manufacturer or its suppliers be liable for any damages whatsoever (including without limitation, special, incidental, consequential, or indirect damages for personal injury, 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 this product, even if Manufacturer has been advised of the possibility of such damages. In any case, Manufacturer's and its suppliers' entire liability under any provision of this agreement shall be limited to the amount actually paid by you for the SOFTWARE and/or Microsoft hardware. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

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