

## END-USERLICENSEAGREEMENT

---

**IMPORTANT—READ CAREFULLY:** This End-User License Agreement (“EULA”) is a legal agreement between you (either an individual or a single legal entity) and the manufacturer (“Manufacturer”) of the computer system or computer system component (“HARDWARE”) with which you acquired the Microsoft software product(s) identified above (“SOFTWARE”). The SOFTWARE includes Microsoft computer software, and may include associated media, printed materials, “online,” or electronic documentation and Internet based services. Note, however, that any software, documentation, or web services that are included in the SOFTWARE, or accessible via the SOFTWARE, and are accompanied by their own license agreements or terms of use are governed by such agreements rather than this EULA. The terms of a printed, paper EULA, which may accompany the SOFTWARE, supersede the terms of any on-screen EULA. This EULA is valid and grants the end-user rights ONLY if the SOFTWARE is genuine and a genuine Certificate of Authenticity for the SOFTWARE is included. For more information on identifying whether your software is genuine, please see <http://www.microsoft.com/piracy/howtotell>.

By installing, copying, downloading, accessing or otherwise using the SOFTWARE, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, you may not use or copy the SOFTWARE, and you should promptly contact Manufacturer for instructions on return of the unused product(s) in accordance with Manufacturer’s return policies.

---

### SOFTWARE PRODUCT LICENSE

The term "COMPUTER" as used herein shall mean the HARDWARE, if the HARDWARE is a single computer system, or shall mean the computer system with which the HARDWARE operates, if the HARDWARE is a computer system component.

**1. GRANT OF LICENSE.** Manufacturer grants you the following rights, provided you comply with all of the terms and conditions of this EULA:

- **Installation and Use.** Except as otherwise expressly provided in this EULA, you may install, use, access, display and run only one (1) copy of the SOFTWARE on the COMPUTER. The SOFTWARE may not be used by more than one (1) processor at any one time on the COMPUTER, unless a higher number is indicated on the Certificate of Authenticity. You may permit a maximum of five (5) ("Connection Maximum") computers or other electronic devices (each a “Device”) to connect to the COMPUTER to utilize the services of the SOFTWARE solely for File and Print services, Internet Information services, and remote access (including connection sharing and telephony services). The five (5) Connection Maximum includes any indirect connections made through “multiplexing” or other software or hardware which pools or aggregates connections. Except as otherwise permitted below, you may not use the Device to use, access, display or run the SOFTWARE, the SOFTWARE’s User Interface or other executable software residing on the COMPUTER.
- **Software as a Component of the Computer - Transfer.** THIS LICENSE MAY NOT BE SHARED, TRANSFERRED TO OR USED CONCURRENTLY ON DIFFERENT COMPUTERS. The SOFTWARE is licensed with the HARDWARE as a single integrated product and may only be used with the HARDWARE. If the SOFTWARE is not accompanied by new HARDWARE, you may not use the SOFTWARE. You may permanently transfer all of your rights under this EULA only as part of a permanent sale or transfer of the HARDWARE, provided you retain no copies, if you transfer all of the SOFTWARE (including all component parts, the media and printed materials, any upgrades, this EULA and the Certificate of Authenticity), **and** the recipient agrees to the terms of this EULA. If the SOFTWARE is an upgrade, any transfer must also include all prior versions of the SOFTWARE.
- **Mandatory Activation.** THIS SOFTWARE CONTAINS TECHNOLOGICAL MEASURES THAT ARE DESIGNED TO PREVENT UNLICENSED OR ILLEGAL USE OF THE SOFTWARE. The license rights granted under this EULA are limited to the first thirty (30) days after you first run the SOFTWARE unless you supply information required to activate your licensed copy in the manner described during the setup sequence (unless

Manufacturer has activated for you). You can activate the SOFTWARE through the use of the Internet or telephone; toll charges may apply. You may also need to reactivate the SOFTWARE if you modify your HARDWARE or alter the SOFTWARE.

- **Security Updates.** Content providers are using the digital rights management technology (“Microsoft DRM”) contained in this SOFTWARE to protect the integrity of their content (“Secure Content”) so that their intellectual property, including copyright, in such content is not misappropriated. Owners of such Secure Content (“Secure Content Owners”) may, from time to time, request MS, Microsoft Corporation or their subsidiaries to provide security related updates to the Microsoft DRM components of the SOFTWARE (“Security Updates”) that may affect your ability to copy, display and/or play Secure Content through Microsoft software or third party applications that utilize Microsoft DRM. **YOU THEREFORE AGREE THAT, IF YOU ELECT TO DOWNLOAD A LICENSE FROM THE INTERNET WHICH ENABLES YOUR USE OF SECURE CONTENT, MS, MICROSOFT CORPORATION OR THEIR SUBSIDIARIES MAY, IN CONJUNCTION WITH SUCH LICENSE, ALSO DOWNLOAD ONTO YOUR COMPUTER SUCH SECURITY UPDATES THAT A SECURE CONTENT OWNER HAS REQUESTED THAT MS, MICROSOFT CORPORATION OR THEIR SUBSIDIARIES DISTRIBUTE.** MS, Microsoft Corporation or their subsidiaries will not retrieve any personally identifiable information, or any other information, from your COMPUTER by downloading such Security Updates.
- **Back-up Copy.** IF MANUFACTURER HAS NOT INCLUDED A BACK-UP COPY OF THE SOFTWARE WITH THE COMPUTER ON PHYSICAL MEDIA (e.g. CD OR PARTITIONED HARD DRIVE), YOU MAY MAKE A SINGLE BACK-UP COPY OF THE SOFTWARE. You may use the back-up copy solely for your archival purposes and to reinstall the SOFTWARE on the COMPUTER. Except as expressly provided in this EULA or by local law, you may not otherwise make copies of the SOFTWARE, including the printed materials accompanying the SOFTWARE. You may not loan, rent, lease, lend or otherwise transfer the CD or back-up copy to another user.
- **Reservation of Rights.** Manufacturer, Microsoft Licensing, Inc. (“MS”) and its suppliers (including Microsoft Corporation) reserve all rights not expressly granted to you in this EULA.

## 2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

- **NetMeeting/Remote Assistance Features.** SOFTWARE may contain NetMeeting and Remote Assistance technologies that enable the SOFTWARE or other applications installed on the COMPUTER to be used remotely between two or more computers, even if the SOFTWARE or application is installed on only one COMPUTER. You may use NetMeeting and Remote Assistance with all Microsoft products; provided however, use of these technologies with certain Microsoft products may require an additional license. For Microsoft and non-Microsoft products, you should consult the license agreement accompanying the applicable product or contact the applicable licensor to determine whether use of NetMeeting or Remote Assistance is permitted without an additional license.
- **Consent to Use of Data.** You agree that MS and Microsoft Corporation and their affiliates may collect and use technical information gathered in any manner as part of the product support services provided to you, if any, related to the SOFTWARE. MS, Microsoft Corporation and their affiliates may use this information solely to improve their products or to provide customized services or technologies to you. MS, Microsoft Corporation and their affiliates may disclose this information to others, but not in a form that personally identifies you.
- **Internet Gaming/Update Features.** If you choose to utilize the Internet gaming or update features within the SOFTWARE, it is necessary to use certain COMPUTER system, hardware, and software information to implement the features. By using these features, you explicitly authorize MS, Microsoft Corporation and/or their designated agent to use this information solely to improve our products or to provide customized services or technologies to you. MS or Microsoft Corporation may disclose this information to others, but not in a form that personally identifies you.
- **Internet-Based Services Components.** The SOFTWARE contains components that enable and facilitate the use of certain Internet-based services. You acknowledge and agree that MS, Microsoft Corporation or their subsidiaries may automatically check the version of the SOFTWARE and/or its components that you are utilizing and may provide upgrades or supplements to the SOFTWARE that may be automatically downloaded to your COMPUTER.
- **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.

Manufacturer, MS, Microsoft Corporation and their subsidiaries reserves the right to discontinue any Microsoft Internet-based services provided to you or made available to you through the use of the SOFTWARE.

This EULA does not grant you any rights to use the Windows Media Format Software Development Kit ("WMFSDK") components contained in the SOFTWARE to develop a software application that uses Windows Media technology. If you wish to use the WMFSDK to develop such an application, visit <http://msdn.microsoft.com/workshop/imedia/windowsmedia/sdk/wmsdk.asp>, accept a separate license for the WMFSDK, download the appropriate WMFSDK, and install it on your system.

- **Limitations on Reverse Engineering, Decompilation and Disassembly.** You may not reverse engineer, decompile, or disassemble the SOFTWARE, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
  - **Separation of Components.** The SOFTWARE is licensed as a single product. Its component parts may not be separated for use on more than one computer.
  - **Single EULA.** The package for the SOFTWARE may contain multiple versions of this EULA, such as multiple translations and/or multiple media versions (e.g., in the user documentation and in the software). In this case, you are only licensed to use one (1) copy of the SOFTWARE.
  - **Termination.** Without prejudice to any other rights, Manufacturer or MS may cancel this EULA if you do not abide by the terms and conditions contained herein. In such event, you must destroy all copies of the SOFTWARE and all of its component parts.
  - **Trademarks.** This EULA does not grant you any rights in connection with any trademarks or service marks of Manufacturer, MS or its suppliers (including Microsoft Corporation).
- 3. UPGRADES.** If the SOFTWARE is labeled as an upgrade, you must be properly licensed to use a product identified by MS or Microsoft Corporation as being eligible for the upgrade in order to use the SOFTWARE ("Eligible Product"). For the purpose of upgrade(s) only, "HARDWARE" shall mean the computer system or computer system component with which you received the Eligible Product. SOFTWARE labeled as an upgrade replaces and/or supplements (and may disable, if upgrading a Microsoft software product) the Eligible Product which came with the HARDWARE. After upgrading, you may no longer use the SOFTWARE that formed the basis for your upgrade eligibility (unless otherwise provided). You may use the resulting upgraded product only in accordance with the terms of this EULA and only with the HARDWARE. If the SOFTWARE is an upgrade of a component of a package of software programs that you licensed as a single product, the SOFTWARE may be used and transferred only as part of that single product package and may not be separated for use on more than one computer.

- 4. INTELLECTUAL PROPERTY RIGHTS.** All title and intellectual property rights in and to the SOFTWARE (including but not limited to any images, photographs, animations, video, audio, music, text and “applets,” incorporated into the SOFTWARE), the accompanying printed materials, and any copies of the SOFTWARE, are owned by MS or its suppliers (including Microsoft Corporation). The SOFTWARE is licensed, not sold. All title and intellectual property rights in and to the content that is not contained in the SOFTWARE, but which may be accessed through use of the SOFTWARE is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. Use of any on-line services which may be accessed through the SOFTWARE may be governed by the respective terms of use relating to such services. If this SOFTWARE contains documentation that is provided only in electronic form, you may print one copy of such electronic documentation. You may not copy the printed materials accompanying the SOFTWARE.
- 5. PRODUCT SUPPORT. SOFTWARE support for the SOFTWARE is not provided by MS, Microsoft Corporation, or their affiliates or subsidiaries. For product support, please refer to Manufacturer's support number provided in the documentation for the HARDWARE. Should you have any questions concerning this EULA, or if you desire to contact Manufacturer for any other reason, please refer to the address provided in the documentation for the HARDWARE.**
- 6. EXPORT RESTRICTIONS.** You acknowledge that the SOFTWARE is subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to the products, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.
- 7. U.S. GOVERNMENT LICENSE 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 rights and restrictions described elsewhere herein. All SOFTWARE 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 FAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.
- 8. ADDITIONAL PROVISIONS. FOR THE LIMITED WARRANTIES, LIMITATION OF LIABILITY, AND OTHER SPECIAL PROVISIONS, PLEASE REFER TO THE ADDITIONAL PROVISIONS PROVIDED BELOW AND/OR OTHERWISE WITH THE SOFTWARE. SUCH LIMITED WARRANTIES, LIMITATION OF LIABILITY AND SPECIAL PROVISIONS ARE AN INTEGRAL PART OF THIS EULA.**

APPENDIX  
WARRANTY AND SPECIAL PROVISIONS  
FOR  
AUSTRALIA, NEW ZEALAND OR PAPUA NEW GUINEA  
  
EXPRESS LIMITED WARRANTY

**CONSUMER RIGHTS.** Consumers may have the benefit of certain rights or remedies pursuant to the Trade Practices Act and similar state and territory laws in Australia or the Consumer Guarantees Act in New Zealand, in respect of which certain liability may not be excluded.

LIMITED EXPRESS WARRANTY. Manufacturer warrants that: (a) the SOFTWARE will perform substantially in accordance with the accompanying Product Manual(s) for a period of 90 days from the date of receipt; and (b) any Microsoft hardware accompanying SOFTWARE will be free from defects in materials and workmanship under normal use and service for a period of 1 year from the date of receipt.

CUSTOMER REMEDIES. To the maximum extent permitted under applicable law, Manufacturer's and its supplier's entire liability and your exclusive remedy under the express warranty is, at Manufacturer's option, either (a) return of the price paid; or (b) repair or replacement of the SOFTWARE or Microsoft hardware which does not meet the warranty and which is returned to Manufacturer with a copy of your receipt. The warranty is void if failure of the SOFTWARE or Microsoft hardware has resulted from accident, abuse or misapplication. Any replacement SOFTWARE and/or Microsoft hardware will be warranted for the remainder of the original warranty period or 30 days, whichever is longer.

**LIMITATION OF LIABILITY.** To the maximum extent permitted by applicable law, any conditions or warranties imposed or implied by law are hereby excluded. Consumers may nevertheless have the benefit of certain rights or remedies pursuant to the Trade Practices Act and similar state and territory laws in Australia or the Consumer Guarantees Act in New Zealand, in respect of which liability may not be excluded. Insofar as such liability may not be excluded, then to the maximum extent permitted by law, such liability is limited, at the exclusive option of Manufacturer, to either (a) replacement of the SOFTWARE (and any accompanying hardware supplied); or (b) correction of defects in the SOFTWARE; or (c) payment of the cost of having defects in the SOFTWARE (and any accompanying hardware supplied).

**EXCLUSION OF LIABILITY/DAMAGES.** The following is without prejudice to any rights you may have at law which cannot legally be excluded or restricted. You acknowledge that no promise, representation, warranty or undertaking has been made or given by Manufacturer and/or Microsoft Corporation (or related company of either) to any person or company on its behalf in relation to the profitability of or any other consequences or benefits to be obtained from the delivery or use of the SOFTWARE and any accompanying Microsoft hardware, software, manuals or written materials. You have relied upon your own skill and judgement in deciding to acquire the SOFTWARE and any accompanying hardware, manuals and written materials for use by you. Except as and to the extent provided in this agreement, neither Manufacturer and/or Microsoft Corporation (or related company of either) will in any circumstances be liable for any other damages whatsoever (including, without limitation, damages for loss of business, business interruption, loss of business information or other indirect or consequential loss) arising out of the use or inability to use or supply or non-supply of the SOFTWARE and any accompanying hardware and written materials. Manufacturer's and/or Microsoft Corporation (or related company of either) total liability under any provision of this agreement is in any case limited to the amount actually paid by you for the SOFTWARE and/or Microsoft hardware.

This agreement is governed by the laws of New South Wales, Australia or, where supplies are made in New Zealand, by the laws of New Zealand.

APPENDIX  
WARRANTY AND SPECIAL PROVISIONS  
FOR  
ENGLAND, SCOTLAND, WALES AND IRELAND

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.

**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 representations, warranties, conditions or other terms, either express or implied, including, but not limited to implied warranties and/or conditions 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.

## SPECIAL PROVISIONS

Reverse Engineering: If you acquired the SOFTWARE in the European Community, you may not reverse engineer, decompile, or disassemble the SOFTWARE except to the extent and for the express purposes authorized by applicable law.

This Software License Agreement is governed by the laws of England.

### APPENDIX WARRANTY AND SPECIAL PROVISIONS FOR CANADA

#### 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

#### **GARANTIE ET DISPOSITIONS PARTICULIÈRES POUR LE CANADA**

#### **GARANTIE LIMITÉE**

Si vous vous êtes procuré ce produit Microsoft® ou ce matériel Microsoft® au CANADA, la garantie suivante s'adresse à vous.

**GARANTIE LIMITÉE.** Le Fabricant garantit que (a) la performance du LOGICIEL sera substantiellement en conformité avec les documents écrits qui l'accompagnent pour une période de quatre-vingt-dix (90) jours à compter de la date de réception, et que (b) tout matériel de Microsoft fourni avec le LOGICIEL sera exempt de défaut de matière première ou de vice de fabrication dans des conditions normales d'utilisation et d'entretien pour une période d'un (1) an à compter de la date de réception. Toutes garanties ou conditions implicites concernant le LOGICIEL et le matériel Microsoft sont limitées à quatre-vingt-dix (90) jours et un (1) an, respectivement.

**RECOURS DU CLIENT.** La seule obligation du Fabricant et de ses fournisseurs et votre recours exclusif seront, au choix du Fabricant, soit (a) le remboursement du prix payé ou (b) la réparation ou le remplacement du LOGICIEL ou du matériel qui n'est pas conforme à la Garantie limitée et qui est retourné au Fabricant avec une copie de votre reçu. Cette Garantie limitée est nulle si la défektivité du LOGICIEL ou du matériel est causée par un accident, un traitement abusif ou une mauvaise application. Tout LOGICIEL ou matériel de remplacement sera garanti pour le reste de la période de garantie initiale ou pour trente (30) jours, selon laquelle de ces deux périodes est la plus longue.

**EXCLUSION DE TOUTE AUTRE GARANTIE.** Selon la portée maximale autorisée par la loi applicable, le Fabricant et ses fournisseurs renoncent à toutes autres garanties ou conditions, expresses ou implicites, y compris mais ne se limitant pas aux garanties implicites de la qualité marchande ou un usage particulier en ce qui concerne le LOGICIEL, la documentation écrite et tout matériel qui l'accompagnent. Cette garantie limitée vous accorde des droits spécifiques reconnus par la loi.

**ABSENCE DE RESPONSABILITÉ POUR LES DOMMAGES INDIRECTS.** Selon la portée maximale autorisée par la loi applicable, le Fabricant ou ses fournisseurs ne pourront être tenus responsables en aucune circonstance de tous dommages quels qu'ils soient (y compris mais non de façon limitative les dommages directs ou indirects causés par des lésions corporelles, la perte de bénéfices commerciaux, l'interruption des affaires, la perte d'information commerciale ou toute autre perte pécuniaire) découlant de l'utilisation ou de l'impossibilité d'utilisation de ce produit, et ce même si le Fabricant a été avisé de l'éventualité de tels dommages. En tout état de cause, la seule responsabilité du Fabricant et de ses fournisseurs en vertu de toute disposition de cette Convention se limitera au montant que vous aurez effectivement payé pour l'achat du LOGICIEL et/ou du matériel Microsoft.

La présente Convention de droits d'utilisation de logiciel est régie par les lois de la province d'Ontario, Canada. Chacune des parties aux présentes reconnaît irrévocablement la compétence des tribunaux de la province d'Ontario et consent à instituer tout litige qui pourrait découler des présentes auprès des tribunaux situés dans le district judiciaire de York, province d'Ontario.

APPENDIX  
WARRANTY AND SPECIAL PROVISIONS  
FOR  
THE UNITED STATES OF AMERICA AND ANY OTHER COUNTRY

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.

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, 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.

#### SPECIAL PROVISIONS

**U.S. GOVERNMENT LICENSE RIGHTS.** All SOFTWARE 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 in this EULA. All SOFTWARE 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. Manufacturer is responsible for ensuring the SOFTWARE is marked with the "Restricted Rights Notice" or "Restricted Rights Legend," as required. All rights not expressly granted are reserved.

If you acquired the SOFTWARE in the United States of America, this Software License Agreement and Warranty are governed by the laws of the State of Washington, U.S.A. If you acquired the SOFTWARE outside the United States of America, local law may apply.

EULAIID:WX.2\_HOM\_OEM\_EN