

## END-USER LICENSE AGREEMENT FOR MICROSOFT SOFTWARE

# MICROSOFT WINDOWS SMALL BUSINESS SERVER 2003 STANDARD EDITION WITH SERVICE PACK 1

# MICROSOFT WINDOWS SMALL BUSINESS SERVER 2003 PREMIUM EDITION WITH SERVICE PACK 1

---

PLEASE READ THIS END-USER LICENSE AGREEMENT ("EULA") CAREFULLY. BY INSTALLING OR USING THE SOFTWARE THAT ACCOMPANIES THIS EULA ("SOFTWARE"), YOU AGREE TO THE TERMS OF THIS EULA. IF YOU DO NOT AGREE, DO NOT USE THE SOFTWARE AND, IF APPLICABLE, RETURN IT TO THE PLACE OF PURCHASE FOR A FULL REFUND.

---

1. **GENERAL.** This EULA is a legal agreement between you (either an individual or a single entity) and Microsoft Corporation ("Microsoft"). This EULA governs the Software, which includes computer software (including online and electronic documentation) and any associated media and printed materials. This EULA applies to updates, supplements, add-on components, and Internet-based services components of the Software that Microsoft may provide or make available to you unless Microsoft provides other terms with the update, supplement, add-on component, or Internet-based services component. Microsoft reserves the right to discontinue any Internet-based services provided to you or made available to you through the use of the Software. This EULA also governs any product support services relating to the Software except as may be included in another agreement between you and Microsoft. An amendment or addendum to this EULA may accompany the Software. The Software may contain the following:
  - "Server Software" provides services or functionality on your server (your computers capable of running the Server Software are "Servers"); and
  - "Device Software" allows a single personal computer, workstation, terminal, handheld computer, pager, telephone, personal digital assistant, or other electronic device ("Device") to access or use the Server Software.

For purposes of clarification, the definition of Software includes all the technologies included in Windows Small Business Server 2003 with Service Pack 1, including Windows Server for Small Business Server and the following other technologies: Exchange Server, Outlook, Health Monitor, Shared Fax Service, and ActiveSync. If the Software is Microsoft Windows Small Business Server 2003 Premium Edition with Service Pack 1, the definition of Software also includes the SQL Server, and Internet Security and Acceleration Server technologies.

2. **GRANT OF LICENSE.** Microsoft grants you the following rights, conditioned on your compliance with all the terms and conditions of this EULA, including without limitation the limitations in Sections 3 and 4 below:
  - a. **Installation, Server Software.** You may install one copy of Server Software on a single Server. Such Server may not be accessed by more than seventy-five (75) Users or Devices (inclusive of any indirect connections made through software or hardware that pools or aggregates connections). With respect

to Microsoft Windows Small Business Server 2003 Premium Edition with Service Pack 1, you may install any number of instances of the SQL Server portion of the Server Software on that Server. An "instance" shall mean a running copy of the SQL Server portion of the Server Software. Separate portions of the Server Software may not be used on more than one Server. You may not install another copy of the Server Software on the same Server (whether in a separate partition, by using server emulation software, or otherwise). An additional license is required if you install or run a copy of the Server Software on a different Server (for example, a Server employed for backup or fail-over support). However, regardless of the number of licenses you acquire for the Software you may not install or run the Server Software on another Server within the same domain, except for the limited period of time necessary to migrate data from one server to another.

- b. *Installation, Device Software.*** Provided that you have a dedicated SBS CAL (defined in Section 3 below) for each User or Device:
- You may install and use the Device Software (except for the ActiveSync and Outlook portions of the Device Software) on any Device solely for use in conjunction with the Server Software;
  - You may install and use the ActiveSync portion of the Device Software on computers that exchange data and software with Devices running a validly licensed copy of Microsoft Windows CE (including without limitation Devices running Microsoft Pocket PC Software and Microsoft Smartphone Software); and
  - You may install and use copies of (i) the Outlook portion of the Software and/or (ii) Microsoft Outlook 2002 or predecessor versions thereto ("**Predecessor Versions**"); provided that you have obtained a valid license to such Predecessor Versions.
- c. *Dual Media.*** You may receive the Software in more than one medium. Regardless of the number of media you receive, you are authorized to use only one medium to install and use the Software as provided for in this EULA, and you may not loan, rent, lease or otherwise transfer the remaining media, except as part of the permanent transfer of the entirety of the Software as set forth in Section 11 below.
- d. *Mandatory Activation.*** **To reduce software piracy, Microsoft requires portions of the Software to be activated. Activation of your copy of the Software in the manner described during its setup sequence is required; otherwise, the license rights granted under this EULA are limited to the first thirty (30) days after you first install the Software.** You may 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 computer hardware or alter the Software. If you choose Internet activation, the Software will contact Microsoft computer systems over the Internet to conduct an authentication process to confirm that you have a licensed copy of the Software. During the authentication process, the Software will send information including standard Internet protocol information (which is not stored by Microsoft), product ID and an installation ID based on a hardware hash generated from your computer. This information will not be used to identify or contact you. You agree to allow the Software to conduct this authentication process. If you have an unlicensed copy of the Software, you are not allowed to install the Software or future Software updates. Additional information about activation is available online at the Microsoft support site.
- 3. CLIENT ACCESS LICENSES ("CALs").** The Software licensing model consists of Server and Device licenses and incremental CALs, so that the total cost for the Software scales with usage.
- a. *Windows Small Business Server 2003 Client Access License ("SBS CAL") Requirements.*** In addition to the license for the Server Software, you must acquire an SBS CAL for each individual person

("User") or Device that accesses or uses the Server Software, whether directly or through a Multiplexing Service (defined below). However, you do not need to acquire an SBS CAL for any User or Device that accesses the Server Software solely through the Internet and is not authenticated or otherwise individually distinguished by the Server Software or a Multiplexing Service (for example, by browsing a public website anonymously). A "Multiplexing Service" is a software application or service accessing or using the Server Software at the request of or on behalf of a User or Device.

- b. **Types of SBS CALs.** Two different types of SBS CALs are available to you: "Device" and "User." Each SBS Device CAL permits one Device (used by any User) to access or use the Server Software. Each SBS User CAL permits one User (using any Device) to access or use the Server Software. You may use a mix of up to a total of seventy-five (75) SBS Device CALs and SBS User CALs simultaneously with the Server Software. A separate SBS CAL is required for each Device or User that accesses or uses Server Software on any of your Servers. You may reassign a SBS CAL from one Device to another Device, or from one User to another User, provided the reassignment is made either (A) permanently away from the one Device or User or (B) temporarily to accommodate the use of the SBS CAL by a loaner Device while a permanent Device is out of service, or the use of the SBS CAL by a temporary worker while a regular employee is absent.
- c. **Premium Services.** Microsoft may subsequently create new software functionality ("Premium Services") that you may wish to use with this version of the Software. To make these Premium Services available to you for use with this version of the Software, Microsoft may provide them under additional license terms and may charge additional access license fees for you to install and use them, if you choose.
- d. **Additional CAL Requirements.**
  - (i) *Single Licensee.* SBS CALs and any future Premium Services CALs that you acquire may not be used in conjunction with Server Software licensed to anyone other than you.
  - (ii) *Version Matching.* Each required SBS CAL must be version Windows Small Business Server 2003 or a later version.
  - (iii) *Administration.* Up to two Users or Devices may simultaneously access or use the Server Software solely for administration of the Server Software, without acquiring any CALs.

#### 4. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

- a. **Other Licenses.** Your use of software applications providing application-sharing functionality or installed on or accessed through the Server running the Software may require additional licenses. **Please consult the license agreement accompanying such software.**
- b. **Redistributable Code.** In addition to the rights granted in Section 2, certain portions of the Software, as described in this Section 4(b), are provided to you with additional license rights. These additional license rights are conditioned upon your compliance with the distribution requirements and license restrictions described in Section 4(c).
  - (i) *Sample Code.* Microsoft grants you the right to: (a) use and modify the source code version of those portions of the Software identified as "Samples" in the samples directory or elsewhere in the Software ("Sample Code") for the sole purposes of designing, developing, and testing your software product(s), and (b) a limited, nonexclusive, royalty-free right to reproduce and distribute the Sample Code, along with any modifications thereof, in object code form only.
  - (ii) *Redistributable Code.* Microsoft grants you a nonexclusive, royalty-free right to reproduce and distribute the object code form of any portion of the Software listed in the REDIST.TXT files ("Redistributable Code").

- c. DISTRIBUTION REQUIREMENTS AND OTHER LICENSE RIGHTS AND LIMITATIONS.** If you choose to exercise your rights under Section 4(b), any redistribution by you is subject to your compliance with this Section 4(c).
- (i) *Redistribution Requirements.* If you choose to redistribute Sample Code (including any modifications thereto), or Redistributable Code (collectively, the “Redistributables”) as described in Section 4(b), you agree: **(a)** to distribute the Redistributables only in object code form and in conjunction with and as a part of a software application product developed by you that adds significant and primary functionality to the Redistributables (“Licensee Software”); **(b)** that the Redistributables only operate in conjunction with Microsoft Windows platforms; **(c)** that if the Licensee Software is distributed beyond your premises or externally your organization, to distribute the Licensee Software containing the Redistributables pursuant to an end user license agreement (which may be “break-the-seal”, “click-wrap” or signed), with terms no less protective than those contained in this EULA; **(d)** not to use Microsoft’s name, logo, or trademarks to market the Licensee Software; **(e)** to display your own valid copyright notice which shall be sufficient to protect Microsoft’s copyright in the Software; **(f)** not to remove or obscure any copyright, trademark or patent notices that appear on the Software as delivered to you; **(g)** to indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorney’s fees, that arise or result from the use or distribution of the Licensee Software; **(h)** to otherwise comply with the terms of this EULA; and **(i)** that Microsoft reserves all rights not expressly granted.
  - (ii) *No Further Redistribution.* You also agree not to permit further distribution of the Redistributables by your end users *except* you may permit further redistribution of the Redistributables by your distributors to your end-user customers if your distributors only distribute the Redistributables in conjunction with, and as part of, the Licensee Software, you comply with all other terms of this EULA, and your distributors comply with all restrictions of this EULA that are applicable to you.
  - (iii) *Additional Redistribution Requirements.* If you use the Redistributables, then in addition to your compliance with the applicable distribution requirements described for the Redistributables, the following also applies. Your license rights to the Redistributables are conditioned upon your not (A) creating derivative works of the Redistributables in any manner that would cause the Redistributables in whole or in part to become subject to any of the terms of an Excluded License; or (B) distributing the Redistributables (or derivative works thereof) in any manner that would cause the Redistributables to become subject to any of the terms of an Excluded License. An “Excluded License” is any license that requires as a condition of use, modification and/or distribution of software subject to the Excluded License, that such software or other software combined and/or distributed with such software be (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge.
  - (iv) *SQL Server Redistributables.* If the Software is Microsoft Windows Small Business Server 2003 Premium Edition with Service Pack 1 and you choose to redistribute the Microsoft SQL Server Desktop Engine and/or the files listed in the REDIST.TXT file of SQL Server portion of the Software (“SQL Redistributables”), in addition to the restrictions in Section 4(c)(i)-(iii), you also agree: (i) that Licensee Software shall not substantially duplicate the capabilities of Microsoft Access or, in the reasonable opinion of Microsoft, compete with same; and (ii) that unless Licensee Software requires your customers to license Microsoft Access in order to operate, you shall not reproduce or use the SQL Redistributables for commercial distribution in conjunction

with a general purpose word processing, spreadsheet or database management software product, or an integrated work or product suite whose components include a general purpose word processing, spreadsheet, or database management software product except for the exclusive use of importing data to the various formats supported by Microsoft Access. Note: A product that includes limited word processing, spreadsheet or database components along with other components which provide significant and primary value, such as an accounting product with limited spreadsheet capability, is not considered to be a "general purpose" product.

- d. **Microsoft Windows Small Business Server 2003 Premium Edition with Service Pack 1.** If the Software is Microsoft Windows Small Business Server 2003 Premium Edition with Service Pack 1, the following additional provisions apply:
- (i) *SQL Server.* You may only use the Management Tools, Books-Online, and Development Tools included in the SQL Server portion of the Server Software for internal use in conjunction with your use of the SQL Server portion of the Server Software.
  - (ii) *Microsoft Office FrontPage 2003.* You may install and use the Microsoft Office FrontPage 2003 software provided with the Software in accordance with the terms and conditions set forth in the end-user license agreement accompanying the Microsoft Office FrontPage 2003 software.
- e. **Windows Small Business Server 2003 with Service Pack 1. Conflicting Terms.** The terms and conditions set forth in this End-User License Agreement for Microsoft Windows Small Business Server 2003 with Service Pack 1 shall supercede the terms and conditions contained in any license for the Server Software and Device Software portions of the Software which may be included in the Software, except for the End-User License Agreement provided with Microsoft Office FrontPage 2003 software.
- f. **Speech/Handwriting Recognition.** If the Software includes speech and/or handwriting recognition technology(ies) you should understand that speech and handwriting recognition are inherently statistical processes; that recognition errors are inherent in the processes; that it is your responsibility to provide for the handling of such errors and to monitor the recognition processes and correct any errors. Neither Microsoft nor its suppliers shall be liable for any damages arising out of errors in the speech and handwriting recognition processes.
- g. **Report-Writing Runtime Software Limitations.** The Software may contain report-writing runtime software ("Runtime Software"). Other than use with the Software, you may not use the Runtime Software with any other software application nor use the Runtime Software as part of any process or system that is used to automatically deliver, share or distribute documents or other work created using the Runtime Software.
- h. **Data Storage.** The Windows Server component of the Server Software contains portions that use the data storage technology known as Microsoft SQL Server Desktop Engine for Windows ("WMSDE"). All copies and instances of WMSDE contained in or installed by those portions of the Server Software may be used only by those portions of the Server Software. Any such copy or instance of WMSDE may not be accessed or used for any other purpose. For example, applications may not be created or run on the Windows Server component of the Server Software if they access or use the services or functionality of any copy or instance of WMSDE contained in or installed by those portions of the Software. In addition, any WMSDE network library files that are disabled at the time you first install the Server Software may not be re-enabled.

- i. ***Automatic Internet-Based Services.*** The Software features described below are enabled by default to connect via the Internet to Microsoft computer systems automatically, without separate notice to you. These features use standard Internet protocols, which transmit information such as the type of operating system, browser, IP address and language code of your computer to the Microsoft computer system. This information will not be used to identify or contact you. You consent to the operation of these features, unless you choose to switch them off or not use them. For more information about the Software's Internet-enabled features, please see <http://go.microsoft.com/fwlink/?LinkId=35819>, your Software documentation or the Microsoft online support site. Microsoft may occasionally update the information at <http://go.microsoft.com/fwlink/?LinkId=35819>. When we do so, the first Web page will indicate when the material was last updated.
- (i) ***Windows Update Features.*** Under the Software's default configuration, if you connect a device to your Server and the correct device driver is not available on your Server, then Windows Update features on your Server (including Device Manager and the Plug & Play CDM Module) automatically attempt to check Microsoft computer systems via the Internet for the correct device driver. Having this happen automatically makes Plug-and-Play installation of new hardware a better experience for customers. You may switch off Windows Update's automatic driver checking feature.
- (ii) ***Web Content Features.*** Under the Software's default configuration, if you are connected to the Internet, several features of the Software are enabled by default to retrieve content from Microsoft computer systems and display it to you. When you activate such a feature, it uses standard Internet protocols, which transmit the type of operating system, browser and language code of your Server to the Microsoft computer system so that the content can be viewed properly from your Server. These features only operate when you activate them, and you may choose to switch them off or not use them. Examples of these features include Windows Catalog, Search Assistant, and the Headlines and Search features of Help and Support Center.
- (iii) ***Digital Certificates.*** Use of certificates based on the X.509 standard is an important security feature of the Software. Certain functions of the X.509 implementation (for example, certificate revocation checking and certificate path building) connect via the Internet to computer systems belonging to Microsoft and other digital certificate authorities to check the validity of digital certificates that you receive from third parties during certain Internet-based operations (for example, communications secured with SSL or IPsec, mail secured with S/MIME, and smartcard authentication). In accordance with the X.509 standard, the Software automatically retrieves user certificates and certificate revocation lists when you attempt to access certificate protected content. Additionally, the Software's Auto Root Update feature will occasionally update the list of trusted certificate authorities. Auto Root Update is an optional feature; you can uninstall it if you do not desire it to function. The other security operations based on the X.509 standard can be prevented from operating by blocking Server Internet access.
- (iv) ***Windows Media Digital Rights Management.*** Content providers are using the digital rights management technology for Windows Media contained in this Software ("WM-DRM") to protect the integrity of their content ("Secure Content") so that their intellectual property, including copyright, in such content is not misappropriated. Portions of this Software and third party applications such as media players use WM-DRM to play Secure Content ("WM-DRM Software"). If the WM-DRM Software's security has been compromised, owners of Secure Content ("Secure Content Owners") may request that Microsoft revoke the WM-DRM

Software's right to copy, display and/or play Secure Content. Revocation does not alter the WM-DRM Software's ability to play unprotected content. A list of revoked WM-DRM Software is sent to your computer whenever you download a license for Secure Content from the Internet. Microsoft may, in conjunction with such license, also download revocation lists onto your computer on behalf of Secure Content Owners. Secure Content Owners may also require you to upgrade some of the WM-DRM components in this Software ("WM-DRM Upgrades") before accessing their content. When you attempt to play such content, WM-DRM Software built by Microsoft will notify you that a WM-DRM Upgrade is required and then ask for your consent before the WM-DRM Upgrade is downloaded. WM-DRM Software built by third parties may do the same. If you decline the upgrade, you will not be able to access content that requires the WM-DRM Upgrade; however, you will still be able to access unprotected content and Secure Content that does not require the upgrade. WM-DRM features that access the Internet, such as acquiring new licenses and/or performing a required WM-DRM Upgrade, can be switched off. When these features are switched off, you will still be able to play Secure Content if you have a valid license for such content already stored on your computer.

- (v) *Windows Media Player.* Some features of Windows Media Player automatically contact Microsoft computer systems if you use Windows Media Player or specific features of it: features that (A) check for new codecs if your Server does not have the correct ones for content you attempt to play (this feature may be switched off), and (B) check for new versions of Windows Media Player (this feature will operate only when you are using Windows Media Player).
- j. **Benchmark Testing.** The Software contains the Microsoft .NET Framework. Disclosure of the results of any benchmark test of the .NET Framework component of the Software to any third party without Microsoft's prior written approval is prohibited. If you have a copy of Microsoft Windows Small Business Server 2003 Premium Edition with Service Pack 1, disclosure of the results of any benchmark test of the SQL Server or Internet Security and Acceleration Server portions of the Software to any third party without Microsoft's prior written approval is prohibited.
- k. **Reservation of Rights; Other Restrictions.** The Software is protected by copyright and other intellectual property laws and treaties. Microsoft or its suppliers own the title, copyright, and other intellectual property rights in the Software. **The Software is licensed, not sold.** Microsoft reserves all rights not expressly granted to you in this EULA. Notwithstanding any other provision in this EULA, neither this EULA nor any CAL grants a license, under any Microsoft intellectual property, to implement any functionality contained in the Software (including without limitation communication protocols used by the Software) in any software installed on a Device accessing or utilizing the Server Software. Reverse engineering, decompiling, or disassembling the Software is prohibited, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. Renting, leasing, or lending the Software (including providing commercial hosting services) is also prohibited.

## 5. PRODUCT SUPPORT SERVICES

- a. **Rights and Obligations.** Microsoft may provide you with product support services related to the Software. Use of any such support services is governed by the Microsoft policies and programs described in the user manual, in online documentation, on Microsoft's support webpage, or in other Microsoft-provided materials. Any software Microsoft may provide you as part of support services are governed by this EULA, unless separate terms are provided. This EULA does not obligate

Microsoft to provide any support services or to support any software provided as part of those services.

- b. *Consent to Use of Data.*** You agree that Microsoft and its affiliates may collect and use technical information gathered as part of the support services provided to you, if any, related to the Software. Microsoft may use this information solely to improve our products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you.
- 6. LINKS TO THIRD PARTY INTERNET SITES.** You may link to third party Internet sites through the use of the Software. Microsoft does not control the third party sites, and Microsoft is not responsible for the contents of any third party sites, any links contained in third party sites, or any changes or updates to third party sites. Microsoft is not responsible for web-casting or any other form of transmission received from any third party sites. Microsoft is providing you these links to third party sites to you only as a convenience, and the inclusion of any link does not imply an endorsement by Microsoft of the third party site.
- 7. UPGRADES/DOWNGRADES**

  - a. *Software upgrades generally.*** To use Software identified as an upgrade by Microsoft, it is required that you be licensed for the software identified by Microsoft as eligible for the upgrade. After upgrading, the software that formed the basis for your upgrade eligibility may no longer be used. The resulting upgraded Software may be used only in accordance with the terms of this EULA.
  - b. *Software downgrades.*** Instead of installing and using the Server Software, you may install and use one copy of an earlier version of the Server Software on a single Server, provided that you completely remove such earlier version and install the Server Software within a reasonable time. Your use of such earlier version shall be governed by this EULA, where applicable, and your rights to use such earlier version shall terminate when you install the current version of Server Software.
- 8. NOT FOR RESALE SOFTWARE.** Software identified as “Not for Resale” or “NFR,” may not be sold or otherwise transferred for value or used for any purpose other than demonstration, test or evaluation.
- 9. ACADEMIC EDITION SOFTWARE.** To use Software 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.
- 10. 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 Software, 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/>.
- 11. SOFTWARE TRANSFER – *Internal transfer.*** You may move the Server Software to a different Server as long as you permanently remove the software from the initial Server. ***Transfer to Third Party.*** The initial user of the Software may make a one-time permanent transfer of this EULA and Software to another end user, provided the initial user retains no copies of the Software. The transfer must include all of the Software (including all portions of the Software, the media and printed materials, any upgrades, this EULA, and, if applicable, the Certificate of Authenticity). The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the Software must agree to all the EULA terms.



**12. TERMINATION.** Without prejudice to any other rights, Microsoft may terminate this EULA if you are not in compliance with all the terms and conditions of this EULA. In such event, you must destroy all copies of the Software.

**13. NOTICE REGARDING MPEG-4 VISUAL DECODERS FOR WINDOWS MEDIA PLAYER.** USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C. MPEG LA, L.L.C., has contractually obligated Microsoft to provide this notice.

The following Limited Warranty applies if you acquired this Product in the US or Canada:

**14. LIMITED WARRANTY FOR SOFTWARE ACQUIRED IN THE US AND CANADA.**

Microsoft warrants that the Software will perform substantially in accordance with the accompanying 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 DAYS).**

**AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY-DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND.** Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you.

Any supplements or updates to the Software, including without limitation, any (if any) service packs or hot fixes provided to you after the expiration of the ninety-day Limited Warranty period are not covered by any warranty or condition, express, 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 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 of Section 16 ("Exclusion of Incidental, Consequential and Certain Other Damages") 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 other rights which vary from state/jurisdiction to state/jurisdiction.

**YOUR EXCLUSIVE REMEDY.** Microsoft's and its suppliers' entire liability and your exclusive remedy for any breach of this Limited Warranty or for any other breach of this EULA or for any other liability relating to the Software shall be, at Microsoft's option from time to time exercised subject to applicable law, (a) return of the amount paid (if any) for the Software, or (b) repair or replacement of the Software, 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 to Microsoft). This Limited Warranty is void if failure of the Software has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer, and Microsoft will use commercially reasonable efforts to provide your remedy within a

commercially reasonable time of your compliance with Microsoft's warranty remedy procedures. 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/One Microsoft Way/Redmond, WA 98052-6399, or the Microsoft subsidiary serving your country.

- 15. 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 or similar obligations (if any) created by any advertising, documentation, packaging, or other communications. **Except for the Limited Warranty and to the maximum extent permitted by applicable law, Microsoft and its suppliers provide the Software and support services (if any) AS IS AND WITH ALL FAULTS, and hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the Software, and the provision of or failure to provide support or other services, information, software, and related content through the Software or otherwise arising out of the use of the Software. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE.**
- 16. 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, PUNITIVE, 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 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, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, 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.**
- 17. LIMITATION OF LIABILITY AND REMEDIES. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT OR ANYTHING ELSE), THE ENTIRE LIABILITY OF MICROSOFT AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS EULA AND YOUR EXCLUSIVE REMEDY HEREUNDER (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 ACTUAL DAMAGES YOU INCUR IN REASONABLE RELIANCE ON THE SOFTWARE UP TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE OR US\$5.00. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS (INCLUDING SECTIONS 14, 15, AND 16) SHALL APPLY TO**

**THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.**

- 18. 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 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 DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.
- 19. APPLICABLE LAW.** If you acquired this Software in the United States, this EULA is governed by the laws of the State of Washington. If you acquired this Software in Canada, unless expressly prohibited by local law, this EULA is governed by the laws in force in the Province of Ontario, Canada; and, in respect of any dispute which may arise hereunder, you consent to the jurisdiction of the federal and provincial courts sitting in Toronto, Ontario. If you acquired this Software in the European Union, Iceland, Norway, or Switzerland, then local law applies. If you acquired this Software in any other country, then local law may apply.
- 20. ENTIRE AGREEMENT; SEVERABILITY.** This EULA (including any addendum or amendment to this EULA which is included with the Software) are the entire agreement between you and Microsoft relating to the Software and the Support Services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. To the extent the terms of any Microsoft policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control unless the parties otherwise agree in writing. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

---

**Si vous avez acquis votre produit Microsoft au CANADA, la garantie limitée suivante s'applique :**

**GARANTIE LIMITÉE**

Microsoft garantit que le Logiciel fonctionnera conformément aux documents inclus pendant une période de 90 jours suivant la date de réception.

**Si une garantie ou condition implicite est créée par votre État ou votre territoire et qu'une loi fédérale ou provinciale ou d'un État en interdit le déni, vous jouissez également d'une garantie ou condition implicite, MAIS UNIQUEMENT POUR LES DÉFAUTS DÉCOUVERTS DURANT LA PÉRIODE DE LA PRÉSENTE GARANTIE LIMITÉE (QUATRE-VINGT-DIX JOURS). IL N'Y A AUCUNE GARANTIE OU CONDITION DE QUELQUE NATURE QUE CE SOIT QUANT AUX DÉFAUTS DÉCOUVERTS APRÈS CETTE PÉRIODE DE QUATRE-VINGT-DIX JOURS.** Certains États ou territoires ne permettent pas de limiter la durée d'une garantie ou condition implicite de sorte que la limitation ci-dessus peut ne pas s'appliquer à vous.

Tous les suppléments ou toutes les mises à jour relatifs au Logiciel, notamment, les ensembles de services ou les réparations à chaud (le cas échéant) qui vous sont fournis après l'expiration de la période de quatre-vingt-dix jours de la garantie limitée ne sont pas couverts par quelque garantie ou condition que ce soit, expresse, implicite ou en vertu de la loi.

**LIMITATION DES RECOURS; ABSENCE DE DOMMAGES INDIRECTS OU AUTRES.** Votre recours exclusif pour toute violation de la présente garantie limitée est décrit ci-après. **Sauf pour tout**

**remboursement au choix de Microsoft, si le Logiciel ne respecte pas la garantie limitée de Microsoft et, dans la mesure maximale permise par les lois applicables, même si tout recours n'atteint pas son but essentiel, VOUS N'AVEZ DROIT À AUCUNS DOMMAGES, NOTAMMENT DES DOMMAGES INDIRECTS.** Les termes de la clause «Exclusion des dommages accessoires, indirects et de certains autres dommages » sont également intégrées à la présente garantie limitée. Certains États ou territoires ne permettent pas l'exclusion ou la limitation des dommages indirects ou accessoires de sorte que la limitation ou l'exclusion ci-dessus peut ne pas s'appliquer à vous. La présente garantie limitée vous donne des droits légaux spécifiques. Vous pouvez avoir d'autres droits qui peuvent varier d'un territoire ou d'un État à un autre.

**VOTRE RECOURS EXCLUSIF.** La seule responsabilité obligation de Microsoft et de ses fournisseurs et votre recours exclusif pour toute violation de la présente garantie limitée ou pour toute autre violation du présent contrat ou pour toute autre responsabilité relative au Logiciel seront, selon le choix de Microsoft exercé de temps à autre sous réserve de toute loi applicable, a) le remboursement du prix payé, le cas échéant, pour le Logiciel ou b) la réparation ou le remplacement du Logiciel qui ne respecte pas la présente garantie limitée et qui est retourné à Microsoft avec une copie de votre reçu. Vous recevrez la compensation choisie par Microsoft, sans frais, sauf que vous êtes responsable des dépenses que vous pourriez engager (p. ex., les frais d'envoi du Logiciel à Microsoft). La présente garantie limitée est nulle si la défektivité du Logiciel est causée par un accident, un usage abusif, une mauvaise application, un usage anormal ou un virus. Tout Logiciel de remplacement sera garanti pour le reste de la période initiale de la garantie ou pendant trente (30) jours, selon la plus longue entre ces deux périodes. À l'extérieur des États-Unis ou du Canada, ces recours ou l'un quelconque des services de soutien technique offerts par Microsoft ne sont pas disponibles sans preuve d'achat d'une source internationale autorisée. Pour exercer votre recours, vous devez communiquer avec Microsoft et vous adresser au Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399, ou à la filiale de Microsoft de votre pays.

**DÉNI DE GARANTIES.** La garantie limitée qui apparaît ci-dessus constitue la seule garantie expresse qui vous est donnée et remplace toutes autres garanties expresses (s'il en est) créées par une publicité, un document, un emballage ou une autre communication. **Sauf en ce qui a trait à la garantie limitée et dans la mesure maximale permise par les lois applicables, le Logiciel et les services de soutien technique (le cas échéant) sont fournis TELS QUELS ET AVEC TOUS LES DÉFAUTS** par Microsoft et ses fournisseurs, lesquels par les présentes dénie toutes autres garanties et conditions expresses, implicites ou en vertu de la loi, notamment, mais sans limitation, (le cas échéant) les garanties, devoirs ou conditions implicites de qualité marchande, d'adaptation à une fin particulière, de fiabilité ou de disponibilité, d'exactitude ou d'exhaustivité des réponses, des résultats, des efforts déployés selon les règles de l'art, d'absence de virus et d'absence de négligence, le tout à l'égard du Logiciel et de la prestation ou de l'omission de la prestation des services de soutien technique ou à l'égard de la fourniture ou de l'omission de la fourniture de tous autres services, renseignements, logiciels, et contenu qui s'y rapporte grâce au Logiciel ou provenant autrement de l'utilisation du Logiciel. **PAR AILLEURS, IL N'Y A AUCUNE GARANTIE OU CONDITION QUANT AU TITRE DE PROPRIÉTÉ, À LA JOUISSANCE OU LA POSSESSION PAISIBLE, À LA CONCORDANCE À UNE DESCRIPTION NI QUANT À UNE ABSENCE DE CONTREFAÇON CONCERNANT LE LOGICIEL.**

**EXCLUSION DES DOMMAGES ACCESSOIRES, INDIRECTS ET DE CERTAINS AUTRES DOMMAGES. DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, EN AUCUN CAS MICROSOFT OU SES FOURNISSEURS NE SERONT RESPONSABLES DES DOMMAGES SPÉCIAUX, CONSÉCUTIFS, ACCESSOIRES OU INDIRECTS DE QUELQUE NATURE QUE CE SOIT (NOTAMMENT, LES DOMMAGES À L'ÉGARD DU MANQUE À GAGNER OU DE LA DIVULGATION DE RENSEIGNEMENTS CONFIDENTIELS OU AUTRES, DE LA PERTE**

D'EXPLOITATION, DE BLESSURES CORPORELLES, DE LA VIOLATION DE LA VIE PRIVÉE, DE L'OMISSION DE REMPLIR TOUT DEVOIR, Y COMPRIS D'AGIR DE BONNE FOI OU D'EXERCER UN SOIN RAISONNABLE, DE LA NÉGLIGENCE ET DE TOUTE AUTRE PERTE PÉCUNIAIRE OU AUTRE PERTE DE QUELQUE NATURE QUE CE SOIT) SE RAPPORTANT DE QUELQUE MANIÈRE QUE CE SOIT À L'UTILISATION DU LOGICIEL OU À L'INCAPACITÉ DE S'EN SERVIR, À LA PRESTATION OU À L'OMISSION DE LA PRESTATION DE SERVICES DE SOUTIEN TECHNIQUE OU À LA FOURNITURE OU À L'OMISSION DE LA FOURNITURE DE TOUS AUTRES SERVICES, RENSEIGNEMENTS, LOGICIELS, ET CONTENU QUI S'Y RAPPORTE GRÂCE AU LOGICIEL OU PROVENANT AUTREMENT DE L'UTILISATION DU LOGICIEL OU AUTREMENT AUX TERMES DE TOUTE DISPOSITION DE LA PRÉSENTE CONVENTION OU RELATIVEMENT À UNE TELLE DISPOSITION, MÊME EN CAS DE FAUTE, DE DÉLIT CIVIL (Y COMPRIS LA NÉGLIGENCE), DE RESPONSABILITÉ STRICTE, DE VIOLATION DE CONTRAT OU DE VIOLATION DE GARANTIE DE MICROSOFT OU DE TOUT FOURNISSEUR ET MÊME SI MICROSOFT OU TOUT FOURNISSEUR A ÉTÉ AVISÉ DE LA POSSIBILITÉ DE TELS DOMMAGES.

LIMITATION DE RESPONSABILITÉ ET RECOURS. MALGRÉ LES DOMMAGES QUE VOUS PUISSIEZ SUBIR POUR QUELQUE MOTIF QUE CE SOIT (NOTAMMENT, MAIS SANS LIMITATION, TOUS LES DOMMAGES SUSMENTIONNÉS ET TOUS LES DOMMAGES DIRECTS OU GÉNÉRAUX OU AUTRES), LA SEULE RESPONSABILITÉ DE MICROSOFT ET DE L'UN OU L'AUTRE DE SES FOURNISSEURS AUX TERMES DE TOUTE DISPOSITION DE LA PRÉSENTE CONVENTION ET VOTRE RECOURS EXCLUSIF À L'ÉGARD DE TOUT CE QUI PRÉCÈDE (SAUF EN CE QUI CONCERNE TOUT RECOURS DE RÉPARATION OU DE REMPLACEMENT CHOISI PAR MICROSOFT À L'ÉGARD DE TOUT MANQUEMENT À LA GARANTIE LIMITÉE) SE LIMITE AU PLUS ÉLEVÉ ENTRE LES MONTANTS SUIVANTS : LE MONTANT QUE VOUS AVEZ RÉELLEMENT PAYÉ POUR LE LOGICIEL OU 5,00 \$US. LES LIMITES, EXCLUSIONS ET DÉNIS QUI PRÉCÈDENT (Y COMPRIS LES CLAUSES CI-DESSUS), S'APPLIQUENT DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, MÊME SI TOUT RECOURS N'ATTEINT PAS SON BUT ESSENTIEL.

À moins que cela ne soit prohibé par le droit local applicable, la présente Convention est régie par les lois de la province d'Ontario, Canada. Vous consentez à la compétence des tribunaux fédéraux et provinciaux siégeant à Toronto, dans la province d'Ontario.

Au cas où vous auriez des questions concernant cette licence ou que vous désiriez vous mettre en rapport avec Microsoft pour quelque raison que ce soit, veuillez utiliser l'information contenue dans le Logiciel pour contacter la filiale de Microsoft desservant votre pays, ou visitez Microsoft sur le World Wide Web à <http://www.microsoft.com>.

**The following MICROSOFT GUARANTEE applies to you if you acquired this Software in any other country:**

*Statutory rights not affected* - The following guarantee is not restricted to any territory and does not affect any statutory rights that you may have from your reseller or from Microsoft if you acquired the Software directly from Microsoft. If you acquired the Software or any support services in Australia, New Zealand or Malaysia, please see the "Consumer rights" section below.

*The guarantee* - The Software is designed and offered as a general-purpose software, not for any user's particular purpose. You accept that no Software is error free and you are strongly advised to back-up your

files regularly. Provided that you have a valid license, Microsoft guarantees that (a) for a period of 90 days from the date of receipt of your license to use the Software or the shortest period permitted by applicable law it will perform substantially in accordance with the written materials that accompany the Software; and (b) any support services provided by Microsoft shall be substantially as described in applicable written materials provided to you by Microsoft and Microsoft support engineers will use reasonable efforts, care and skill to solve any problem issues. In the event that the Software fails to comply with this guarantee, Microsoft will either (a) repair or replace the Software or (b) return the price you paid. This guarantee is void if failure of the Software results from accident, abuse or misapplication. Any replacement Software will be guaranteed for the remainder of the original guarantee period or 30 days, whichever period is longer. You agree that the above guarantee is your sole guarantee in relation to the Software and any support services.

*Exclusion of All Other Terms* - To the maximum extent permitted by applicable law and subject to the guarantee above, Microsoft disclaims all warranties, conditions and other terms, either express or implied (whether by statute, common law, collaterally or otherwise) including but not limited to implied warranties of satisfactory quality and fitness for particular purpose with respect to the Software and the written materials that accompany the Software. Any implied warranties that cannot be excluded are limited to 90 days or to the shortest period permitted by applicable law, whichever is greater.

*Limitation of Liability* - To the maximum extent permitted by applicable law and except as provided in the Microsoft Guarantee, Microsoft and its suppliers shall not be liable for any damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising out of the use or inability to use the Software, even if Microsoft has been advised of the possibility of such damages. In any case Microsoft's entire liability under any provision of this Agreement shall be limited to the amount actually paid by you for the Software. These limitations do not apply to any liabilities that cannot be excluded or limited by applicable laws.

*Consumer rights* - Consumers in Australia, New Zealand or Malaysia may have the benefit of certain rights and remedies by reason of the Trade Practices Act and similar state and territory laws in Australia, the Consumer Guarantees Act in New Zealand and the Consumer Protection Act in Malaysia in respect of which liability cannot lawfully be modified or excluded. If you acquired the Software in New Zealand for the purposes of a business, you confirm that the Consumer Guarantees Act does not apply. If you acquired the Software in Australia and if Microsoft breaches a condition or warranty implied under any law which cannot lawfully be modified or excluded by this agreement then, to the extent permitted by law, Microsoft's liability is limited, at Microsoft's option, to: (i) in the case of the Software: (a) repairing or replacing the Software; or (b) the cost of such repair or replacement; and (ii) in the case of support services: (a) re-supply of the services; or (b) the cost of having the services supplied again.

Should you have any questions concerning this EULA, or if you desire to contact Microsoft for any reason, please use the address information enclosed in this Software to contact the Microsoft subsidiary serving your country or visit Microsoft on the World Wide Web at <http://www.microsoft.com>.