# MICROSOFT ZERO ADMINISTRATION KIT FOR WINDOWS 98

END-USER LICENSE AGREEMENT FOR MICROSOFT SOFTWARE

IMPORTANT-READ CAREFULLY: This Microsoft End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Microsoft Corporation for the Microsoft software product identified above, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation ("SOFTWARE PRODUCT"). By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install or use the SOFTWARE PRODUCT.

## SOFTWARE PRODUCT LICENSE

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

1. GRANT OF LICENSE. This EULA grants you the following rights:

Installation and Use. You may install and use an unlimited number of copies of the SOFTWARE PRODUCT on computers physically residing at a single geographic location, provided that you maintain the copyright notice on all copies of the SOFTWARE PRODUCT.

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

Limitations on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

Rental. You may not rent, lease or lend the SOFTWARE PRODUCT.

Support Services. Microsoft may provide you with support services related to the SOFTWARE PRODUCT ("Support Services"). Use of Support Services is governed by the Microsoft polices and programs described in the user manual, in "on line" documentation and/or other Microsoft-provided materials. Any supplemental software code provided to you as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this EULA. With respect to technical information you provide to Microsoft as part of the Support Services, Microsoft may use such information for its business purposes, including for product support and development. Microsoft will not utilize such technical information in a form that personally identifies you.

Termination. Without prejudice to any other rights, Microsoft may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the SOFTWARE PRODUCT and all of its component parts.

3. UPGRADES. If the SOFTWARE PRODUCT is labeled as an upgrade , you must be properly licensed to use a product identified by Microsoft as being eligible for the upgrade in order to use the SOFTWARE PRODUCT. A SOFTWARE PRODUCT labeled as an upgrade replaces and/or supplements the product that formed the basis for your eligibility for the upgrade. You may use the resulting upgraded product only in accordance with the terms of this EULA. If the SOFTWARE PRODUCT is an upgrade of a component of a package of software programs that you licensed as a single product, the SOFTWARE PRODUCT 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. COPYRIGHT. All title and copyrights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by Microsoft or its suppliers. The SOFTWARE PRODUCT is protected by United States copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE PRODUCT like any other copyrighted material except that you may either (a) make one copy of the SOFTWARE PRODUCT solely for backup or archival purposes or (b) install the SOFTWARE

PRODUCT on a single computer provided you keep the original solely for backup or archival purposes. You may not copy the printed materials accompanying the SOFTWARE PRODUCT.

5. U.S. GOVERNMENT RESTRICTED RIGHTS. The SOFTWARE PRODUCT and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Microsoft Corporation/One Microsoft Way/Redmond, WA 98052-6399.

6. EXPORT RESTRICTIONS. You agree that you will not export or re-export the

SOFTWARE PRODUCT, any part thereof, or any process or service that is the direct product of the SOFTWARE PRODUCT (the foregoing collectively referred to as the "Restricted Components"), to any country, person, entity or end user subject to U.S. export restrictions. You specifically agree not to export or re-export any of the Restricted Components (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, which currently include, but are not necessarily limited to Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria, or to any national of any such country, wherever located, who intends to transmit or transport the products back to such country; (ii) to any end-user who you know or have reason to know will utilize the Restricted Components in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any end-user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. You warrant and represent that neither the BXA nor any other U.S. federal agency has suspended, revoked or denied your export privileges.

7. NOTE ON JAVA SUPPORT. THE SOFTWARE PRODUCT MAY CONTAIN SUPPORT FOR PROGRAMS WRITTEN IN JAVA. JAVA TECHNOLOGY IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE AS ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF JAVA TECHNOLOGY COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

#### MISCELLANEOUS

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

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

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

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

#### LIMITED WARRANTY

NO WARRANTIES. Microsoft expressly disclaims any warranty for the Software Product. THE SOFTWARE PRODUCT AND ANY RELATED DOCUMENTATION IS PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE PRODUCT REMAINS WITH YOU. NO LIABILITY FOR DAMAGES. In no event shall Microsoft or its suppliers be liable for any damages whatsoever (including, without limitation, damages for 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 Microsoft product, even if Microsoft has been advised of the possibility of such damages. In any case, Microsoft's entire liability under any provision of this EULA shall be limited to the greater of the amount actually paid by you for the Software Product or U.S. \$5.00. 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.

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

## GARANTIE LIMITÉE

EXCLUSION DE GARANTIES. Microsoft exclut expressément toute garantie relativement au LOGICIEL. Le LOGICIEL et toute documentation s'y rapportant sont fournis « tels quels » sans aucune garantie ou condition quelle qu'elle soit, expresse ou implicite, y compris, mais sans limitation, toute garantie et condition implicite de qualité marchande, d'adaptation à un usage particulier ou d'absence de violation des droits des tiers. Le risque total découlant de l'utilisation ou de la performance du LOGICIEL est entre vos mains.

ABSENCE DE RESPONSABILITÉ POUR LES DOMMAGES. Microsoft ou ses fournisseurs ne pourront être tenus responsables en aucune circonstance de tout dommage quel qu'il soit (y compris mais sans limitation, les dommages directs ou indirects causés par la perte de bénéfices commerciaux, l'interruption des affaires, la perte d'information commerciale ou toute autre perte pécuniaire) résultant de l'utilisation ou de l'impossibilité d'utiliser ce LOGICIEL, et ce, même Microsoft a été avisée de l'éventualité de tels dommages. La responsabilité de Microsoft en vertu de toute disposition de cette convention ne pourra en aucun temps excéder le plus élevé entre i) le montant réellement payé par vous pour le LOGICIEL ou ii) 5,00 \$ US. Parce que certains états/juridictions ne permettent pas l'exclusion ou la limitation de responsabilité relative aux dommages indirects ou accessoires, la limitation ci-dessus peut ne pas s'appliquer à votre égard.

## DROITS LIMITÉS DU GOUVERNEMENT AMÉRICAIN

Le LOGICIEL et la documentation sont offerts avec des DROITS LIMITÉS. L'utilisation, la reproduction ou la divulgation par le gouvernement sont sujettes aux restrictions énoncées au sous-alinéa (c)(1)(ii) de The Right in Technical Data and Computer Software, clause au DFARS 252.227-7013 ou aux sous-alinéas (c)(1) et (2) de Commercial Computer Software -- Droits limités au 48 CFR 52.227-19, tel qu'applicable. Microsoft Corporation, One Microsoft Way, Redmond, Washington 98052-6399 est le fabricant.

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

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