

**DIRECTX MEDIA SOFTWARE DEVELOPMENT KIT and DIRECTX MEDIA RUNTIME  
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"). The SOFTWARE PRODUCT also includes any updates and supplements to the original SOFTWARE PRODUCT provided to you by Microsoft. Any software provided along with the SOFTWARE PRODUCT that is associated with a separate end-user license agreement is licensed to you under the terms of that license agreement. By installing, copying, downloading, accessing 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; you may, however, return it to your place of purchase for a full refund.

**SOFTWARE PRODUCT LICENSE**

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

**1. GRANT OF LICENSE.** This EULA grants you the following limited, non-exclusive rights:

- (a) **Software Product.** You may install and use the enclosed SOFTWARE PRODUCT on a single computer to design, develop, and test software application products for use with Microsoft® Windows® or Windows NT™ ("Application").
- (b) **Microsoft Developer Network Subscriber.** If you acquired the SOFTWARE PRODUCT through a subscription to the Microsoft Developer Network, and you are either an individual developer or an individual designated within a single entity, you are granted the following additional rights with respect to the SOFTWARE PRODUCT: (a) you may make and use copies of the SOFTWARE PRODUCT on up to ten (10) separate computers, provided that you are the only individual using the SOFTWARE PRODUCT on each such computer, and (b) if you are a single entity, you may designate one individual within your organization to have the right to use the SOFTWARE PRODUCT in the manner described herein.
- (c) **DirectX Media Runtime.** You may install and use an unlimited number of copies of the DirectX Media Runtime. You may reproduce and distribute an unlimited number of copies of the DirectX Media Runtime; *provided* that each copy shall be a true and complete copy, including all copyright and trademark notices, and that you comply with the Distribution Requirements described below.
- (d) **Windows Media Player Runtime.** You may install and use an unlimited number of copies of the Windows Media Player Runtime packages. You may reproduce and distribute an unlimited number of copies of the Windows Media Player Runtime packages, *provided* that each copy shall be a true and complete copy, including all copyright and trademark notices, and that you comply with the Distribution Requirements described below.
- (e) **Video Samples.** You may use the video samples in the "media\image" and "media\geometry" directories only for your personal viewing. You may not distribute such samples whether for commercial or non-commercial purposes.
- (f) **Sample Code.** You may modify the sample source code located in the SOFTWARE PRODUCT's "samples" directories ("Sample Code") to design, develop, and test your Application. You may also reproduce and distribute the Sample Code in object code form along with any modifications you make to the Sample Code, *provided* that you comply with the Distribution Requirements described below. For purposes of this section, "modifications" shall mean enhancements to the functionality of the Sample Code.
- (g) **Redistributable Software.** Portions of the SOFTWARE PRODUCT are identified and designated as "Redistributable Software" in the text file called *redist.txt*. You may install and use an unlimited number of copies of the Redistributable Software, and you may reproduce and distribute an unlimited number of copies of the Redistributable Software in object code form, *provided* that you comply with the Distribution Requirements described below.
- (h) **Distribution Requirements.** You may copy and redistribute an unlimited number of copies of the DirectX Media Runtime, the Windows Media Player Runtime, Redistributable Software, and/or Sample Code in object code form (collectively "REDISTRIBUTABLE COMPONENTS") as described above, *provided* that (a) you distribute the REDISTRIBUTABLE COMPONENTS only in conjunction with, and as a part of, your Application; (b) your Application adds significant and primary functionality to the REDISTRIBUTABLE COMPONENTS; (c) the REDISTRIBUTABLE COMPONENTS only operate in conjunction with Microsoft Windows or Windows NT; (d) any distribution of the DirectX Media Runtime includes each and every runtime file distributed as a single set; (e) you do not use a COM class ID for any file(s) in your Application which is identical to any DirectX Media Runtime COM class ID; (f) you do not permit further redistribution of the REDISTRIBUTABLE COMPONENTS by your end-user customers (g) you do not use Microsoft's name, logo, or trademarks to market your Application; (h) you include a valid copyright notice on your Application; and (i) you indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of your Application. Contact Microsoft for the applicable royalties due and other licensing terms for all *other* uses and/or distribution of the REDISTRIBUTABLE COMPONENTS.

**2. COPYRIGHT.** All title and intellectual property rights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by Microsoft or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE PRODUCT is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. All rights not expressly granted are reserved by Microsoft.

**3. PRERELEASE CODE.** The SOFTWARE PRODUCT may contain PRERELEASE CODE that is not at the level of performance and compatibility of the final, generally available, product offering. These portions of the SOFTWARE PRODUCT may not operate correctly and may be substantially modified prior to first commercial shipment. Microsoft is not obligated to make this or any later version of the SOFTWARE PRODUCT commercially available

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

- (a) **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.
- (b) **Rental.** You may not rent, lease or lend the SOFTWARE PRODUCT.
- (c) **Support Services.** Microsoft may provide you with support services related to the SOFTWARE PRODUCT ("Support Services"). Use of Support Services is governed by the Microsoft policies and programs described in the user manual, in "online" documentation,

and/or in 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.

- (d) **Software Transfer.** You may permanently transfer all of your rights under this EULA, provided you retain no copies, you transfer all of the SOFTWARE PRODUCT (including all component parts, the media and printed materials, any upgrades, this EULA, and, if applicable, the Certificate of Authenticity), and the recipient agrees to the terms of this EULA. If the SOFTWARE PRODUCT is an upgrade, any transfer must include all prior versions of the SOFTWARE PRODUCT.
  - (e) **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.
- 5. EXPORT RESTRICTIONS.** You agree that you will not export or re-export the SOFTWARE PRODUCT to any country, person, entity or end user subject to U.S. export restrictions. You specifically agree not to export or re-export the SOFTWARE PRODUCT: (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 has reason to know will utilize the SOFTWARE PRODUCT or portion thereof 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.
- 6. 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.
- 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.
- 8. MISCELLANEOUS**
- (a) If you acquired this product in the United States, this EULA is governed by the laws of the State of Washington.
  - (b) If you acquired this product in Canada, this EULA is governed by the laws of the Province of Ontario, Canada. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario and further agrees to commence any litigation that may arise hereunder in the courts located in the Judicial District of York, Province of Ontario.
  - (c) If this product was acquired outside the United States, local law may apply.
  - (d) 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 Customer Sales and Service/One Microsoft Way/Redmond, WA 98052-6399.
  - (e) **No Warranties.** MICROSOFT EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE SOFTWARE PRODUCT. THE SOFTWARE PRODUCT AND ANY RELATED DOCUMENTATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES 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.
  - (f) **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MICROSOFT OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, 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 THE SOFTWARE PRODUCT OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, 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 US\$5.00; PROVIDED HOWEVER, IF YOU HAVE ENTERED INTO A MICROSOFT SUPPORT SERVICES AGREEMENT, MICROSOFT'S ENTIRE LIABILITY REGARDING SUPPORT SERVICES SHALL BE GOVERNED BY THE TERMS OF THAT AGREEMENT. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, 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 relative au LOGICIEL. Le LOGICIEL et la documentation y afférente sont fournis "en l'état", sans garantie d'aucune sorte, expresse ou implicite, y compris, de manière limitative, sans aucune garantie de qualité, d'adéquation à un usage particulier ou de non-contrefaçon. Vous assumez l'ensemble des risques découlant de l'utilisation ou des performances du LOGICIEL.

**RESPONSABILITÉ LIMITÉE.** Pas de Responsabilité pour les Dommages Indirects - Microsoft ou ses fournisseurs ne seront pas responsables en aucune circonstance pour tout dommage spécial, incident, indirect, ou conséquent quel qu'il soit (y compris, sans limitation, les dommages entraînés par la perte

de bénéfices, l'interruption des activités, la perte d'information ou toute autre perte pécuniaire) découlant de l'utilisation ou de l'impossibilité d'utilisation de ce LOGICIEL ainsi que pour toute disposition concernant le Support Technique ou la façon dont celui-ci a été rendu et ce, même si Microsoft a été avisée de la possibilité 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 effectivement payé par vous pour le LOGICIEL ou ii) US\$5.00. advenant que vous ayez contracté par entente distincte avec Microsoft pour un Support Technique étendu, vous serez lié par les termes d'une telle entente.

La présente Convention est régie par les lois de la province d'Ontario, Canada. Chacune des parties à la Convention reconnaît irrévocablement la compétence des tribunaux de la province d'Ontario et consent à instituer tout litige qui pourrait découler de la Convention auprès des tribunaux situés dans le district judiciaire de York, 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 contacter la succursale Microsoft desservant votre pays, dont l'adresse est fournie dans ce produit, ou écrire à: Microsoft Customer Sales and Service, One Microsoft Way, Redmond, Washington 98052-6399.