Be sure to carefully read and understand all of the rights and restrictions described in the EULA. You will be asked to review and either accept or not accept the terms of the EULA. This product will not set up on your computer unless or until you accept the terms of the EULA. NOTE: The terms of a printed, paper EULA which may accompany the SOFTWARE PRODUCT supersede the terms of any on-screen EULA found within the SOFTWARE PRODUCT.

For your future reference, you may print the text of the EULA, or refer to a copy of the EULA that can be found in the EULA.rtf file of this product. If you would like to print the EULA before proceeding, please exit set-up by pressing the "disagree" button and then print the EULA from the EULA.rtf file. You may resume set-up at any time.

You may also receive a copy of this EULA by contacting the Microsoft subsidiary serving your country, or write: Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399.

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 rights:

• Applications Software. You may install, use, access, display, run, or otherwise interact with ("RUN") one copy of the SOFTWARE PRODUCT, or any prior version for the same operating system, on a single computer, ("COMPUTER"). If not prevented by copy protection technology, the primary user of the COMPUTER on which the SOFTWARE PRODUCT is installed may make a second copy for his or her exclusive use on a portable computer.

- Storage/Network Use. If not prevented by copy protection technology, you may also store or install a copy of the SOFTWARE PRODUCT on a storage device, such as a network server, used only to RUN the SOFTWARE PRODUCT on your other COMPUTERS over an internal network; however, you must acquire and dedicate a license for each separate COMPUTER on which the SOFTWARE PRODUCT is RUN from the storage device. A license for the SOFTWARE PRODUCT may not be shared or used concurrently on different COMPUTERS.
- License Pack. If this package is a Microsoft License Pack, you may RUN additional copies of the
 computer software portion of the SOFTWARE PRODUCT up to the number of copies specified
 above as "Licensed Copies". If not prevented by copy protection technology, you are also entitled
 to make a corresponding number of secondary copies for portable computer use as specified
 above.
- ZoneStats. This SOFTWARE PRODUCT contains ZoneStats technology that allows users with an Internet connection to upload game statistics to a server operated by the MSN Gaming Zone. Microsoft grants server operators the right to redirect the ZoneStats log files to a private server utilized by the operator. Due to support considerations related to the use of Zone Stats technology, Microsoft, at its option and at any time, may require that use of ZoneStats by service operators be approved by Microsoft. Additionally, Microsoft reserves the right to revoke such right (to redirect the ZoneStats log files to a private server) if an operator uses such data to violate the privacy rights of individual users. Neither the SOFTWARE PRODUCT nor this EULA gives you any rights to use the Internet, any on-line or other services or software that may be necessary to use all features associated with the SOFTWARE PRODUCT. The right to any additional services or software as described herein is be subject to the end-user license agreement associated therewith and may be subject to additional charges.
- **Reservation of Rights.** All rights not expressly granted are reserved by Microsoft.

2.DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

- Academic Edition Software. If the SOFTWARE PRODUCT is identified as "Academic Edition" or "AE," you must be a "Qualified Educational User" to use the SOFTWARE PRODUCT. If you are not a Qualified Educational User, you have no rights under this EULA. To determine whether you are a Qualified Educational User, please contact the Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399 or the Microsoft subsidiary serving your country.
- **Not for Resale Software.** If the SOFTWARE PRODUCT is labeled "Not For Resale" or "NFR," then, notwithstanding other sections of this EULA, your use of the SOFTWARE PRODUCT is limited to use for demonstration, test, or evaluation purposes and you may not resell, or otherwise transfer for value, the SOFTWARE PRODUCT.
- 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.
- **Separation of Components.** The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use on more than one COMPUTER.
- **Trademarks.** This EULA does not grant you any rights in connection with any trademarks or service marks of Microsoft.

- **Rental.** You may not rent, lease, or lend the SOFTWARE PRODUCT.
- Application Sharing. The SOFTWARE PRODUCT may contain Microsoft NetMeeting, a
 product that enables applications to be shared between two or more COMPUTERS, even if an
 application is installed on only one of the COMPUTERS. You may use this technology with all
 Microsoft application products for multi-party conferences. For non-Microsoft applications, you
 should consult the accompanying license agreement or contact the licensor to determine whether
 application sharing is permitted by the licensor.
- 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.
- Software Transfer. The initial licensee of the SOFTWARE PRODUCT may make a one-time permanent transfer of this EULA and SOFTWARE PRODUCT only directly to an end user. This transfer must include 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). Such transfer may not be by way of consignment or any other indirect transfer. The transferee of such one-time transfer must agree to comply with the terms of this EULA, including the obligation not to further transfer this EULA and SOFTWARE PRODUCT.
- **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 (and may disable) 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. 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. If this SOFTWARE PRODUCT contains documentation which 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 PRODUCT.

- **5.DUAL-MEDIA SOFTWARE.** You may receive the SOFTWARE PRODUCT in more than one medium. Regardless of the type or size of medium you receive, you may use only one medium that is appropriate for your single COMPUTER. You may not RUN the other medium on another COMPUTER. You may not loan, rent, lease, or otherwise transfer the other medium to another user, except as part of the permanent transfer (as provided above) of the SOFTWARE PRODUCT.
- **6.COPY PROTECTION.** The SOFTWARE PRODUCT may require the original media for use of the SOFTWARE PRODUCT on the COMPUTER and/or employ copy protection technology to prevent the unauthorized copying of the SOFTWARE PRODUCT. It is illegal to make unauthorized copies of the SOFTWARE PRODUCT or circumvent any copy protection technology employed in the SOFTWARE PRODUCT.
- **7.U.S. GOVERNMENT RESTRICTED 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 PRODUCT 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.EXPORT RESTRICTIONS.** This SOFTWARE PRODUCT has been classified by the US Government as exportable under License Exception TSU. Therefore the following terms apply: 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 or entity 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 Restricted Components back to such country; (ii) to any person or entity 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 person or entity 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.
- 9.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 SOFTWARE PRODUCT in the United States, this EULA is governed by the laws of the State of Washington.

If you acquired this SOFTWARE PRODUCT 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 this SOFTWARE 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

LIMITED WARRANTY FOR SOFTWARE PRODUCTS ACQUIRED OUTSIDE THE US AND CANADA. FOR THE LIMITED WARRANTIES AND SPECIAL PROVISIONS PERTAINING TO YOUR PARTICULAR JURISDICTION, PLEASE REFER TO YOUR WARRANTY BOOKLET INCLUDED WITH THIS PACKAGE OR PROVIDED WITH THE SOFTWARE PRODUCT PRINTED MATERIALS.

LIMITED WARRANTY FOR SOFTWARE PRODUCTS ACQUIRED IN THE US AND

CANADA. Microsoft warrants that (a) the SOFTWARE PRODUCT 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 Support Services provided by Microsoft shall be substantially as described in applicable written materials provided to you by Microsoft, and Microsoft support engineers will make commercially reasonable efforts to solve any problem issues. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. To the extent allowed by applicable law, implied warranties on the SOFTWARE PRODUCT, if any, are limited to ninety (90) days.

CUSTOMER REMEDIES. Microsoft's and its suppliers' entire liability and your exclusive remedy shall be, at Microsoft's option, either (a) return of the price paid, if any, or (b) repair or replacement of the SOFTWARE PRODUCT that does not meet Microsoft's Limited Warranty and which is returned to Microsoft with a copy of your receipt. This Limited Warranty is void if failure of the SOFTWARE PRODUCT has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE PRODUCT will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States, neither these remedies nor any product support services offered by Microsoft are available without proof of purchase from an authorized international source.

NO OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE PRODUCT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

<u>LIMITATION OF LIABILITY</u>. 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 U.S.\$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

GARANTIE LIMITÉE - Microsoft garantit que (a) la performance du LOGICIEL sera substantiellement en conformité avec la documentation qui accompagne le LOGICIEL, pour une période de quatre-vingt-dix (90) jours à compter de la date de réception ; et (b) tout support technique fourni par Microsoft sera substantiellement en conformité avec toute documentation afférente fournie par Microsoft et que les membres du support technique de Microsoft feront des efforts raisonnables pour résoudre toute difficulté technique découlant de l'utilisation du LOGICIEL. Certaines juridictions ne permettent pas de limiter dans le temps l'application de la présente garantie. Aussi, la limite stipulée ci-haut pourrait ne pas s'appliquer dans votre cas. Dans la mesure permise par la loi, toute garantie implicite portant sur le LOGICIEL, le cas échéant, est limitée à une période de quatre-vingt-dix (90) jours.

RECOURS DU CLIENT - La seule obligation de Microsoft et de ses fournisseurs et votre recours exclusif seront, au choix de Microsoft, soit (a) le remboursement du prix payé, si applicable, ou (b) la réparation ou le remplacement du LOGICIEL qui n'est pas conforme à la Garantie Limitée de Microsoft et qui est retourné à Microsoft avec une copie de votre reçu. Cette Garantie Limitée est nulle si le défaut du LOGICIEL est causé par un accident, un traitement abusif ou une mauvaise application. Tout LOGICIEL de remplacement sera garanti pour le reste de la période de garantie initiale ou pour trente (30) jours, selon la plus longue de ces périodes. A l'extérieur des Etats-Unis, aucun de ces recours non plus que le support technique offert par Microsoft ne sont disponibles sans une preuve d'achat provenant d'une source authorisée.

AUCUNE AUTRE GARANTIE - DANS LA MESURE PRÉVUE PAR LA LOI, MICROSOFT ET SES FOURNISSEURS EXCLUENT TOUTE AUTRE GARANTIE OU CONDITION, EXPRESSE OU IMPLICITE, Y COMPRIS MAIS NE SE LIMITANT PAS AUX GARANTIES OU CONDITIONS IMPLICITES DU CARACTÈRE ADÉQUAT POUR LA COMMERCIALISATION OU UN USAGE PARTICULIER EN CE QUI CONCERNE LE LOGICIEL OU CONCERNANT LE TITRE, L'ABSENCE DE CONTREFAÇON DUDIT LOGICIEL, ET TOUTE DOCUMENTATION ÉCRITE QUI L'ACCOMPAGNE, AINSI QUE POUR TOUTE DISPOSITION CONCERNANT LE SUPORT TECHNIQUE OU LA FAÇON DONT CELUI-CI A ÉTÉ RENDU. CETTE GARANTIE LIMITÉE VOUS ACCORDE DES DROITS JURIDIQUES SPÉCIFIQUES.

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 ENTRAINÉS 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 SUPORT 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 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.

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 écrivez à : Microsoft Sales Information Center, One Microsoft Way, Redmond, Washington 98052-6399.