

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; 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 and use one copy of the SOFTWARE PRODUCT, or any prior version for the same operating system, on a single computer. 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. You may also store or install a copy of the SOFTWARE PRODUCT on a storage device, such as a network server, used only to install or 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 installed or run from the storage device. A license for the SOFTWARE PRODUCT may not be shared or used concurrently on different computers.

License Pak. If you have acquired this EULA in a Microsoft License Pak, you may make the number of additional copies of the computer software portion of the SOFTWARE PRODUCT authorized on the printed copy of this EULA, and you may use each copy in the manner specified above. You are also entitled to make a corresponding number of secondary copies for portable computer use as specified above.

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, 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.

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 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. 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.

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 copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE PRODUCT like any other copyrighted material except that you may 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. 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 use or install 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. 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.

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. 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

IF YOU ACQUIRED YOUR MICROSOFT PRODUCT IN THE UNITED STATES OR CANADA, THE FOLLOW LIMITED WARRANTY APPLIES TO YOU:

LIMITED WARRANTY. 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.

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 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 autorisée.**

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 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 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.

IF YOU ACQUIRED YOUR MICROSOFT PRODUCT OUTSIDE THE UNITED STATES OR 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.

