

END-USER LICENSE AGREEMENT FOR MICROSOFT SOFTWARE

MICROSOFT VIRTUAL PC FOR MAC

IMPORTANT – READ CAREFULLY: This End-User License Agreement (“EULA”) is a legal agreement between you (either an individual or a single entity, who will be referred to in this EULA as “**You**” or “**Your**”) and Microsoft Corporation for the Microsoft software that accompanies this EULA, which includes computer software and may include associated media, printed materials, “online” or electronic documentation, and Internet-based services (“**Software**”). Microsoft may provide with the Software or make available to You at a later date software updates, add-on components, Internet-based services and/or supplements (“**Additional Software/Services**”). Any Additional Software/Services that are provided with a separate license agreement or terms of use that expressly purport to be the sole agreement or terms governing installation and use of such Additional Software/Services (“**Separately Licensed Software/Services**”) are not part of the “Software,” and the installation and use of such Separately Licensed Software/Services is governed solely by such separate license agreement or terms of use. Any Additional Software/Services not provided with such a separate license agreement or terms of use is included within the “Software” and is subject to the terms of this EULA. An amendment or addendum to this EULA may accompany the Software. **YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, OR USE THE SOFTWARE; YOU MAY RETURN IT TO YOUR PLACE OF PURCHASE FOR A FULL REFUND.**

1. **GRANT OF LICENSE.** Microsoft grants You the following rights provided that You comply with all terms and conditions of this EULA:

1.1. **Installation and Use.** You may install, use, access, display, and run one (1) copy of the Software on a single computer, such as a workstation, terminal or other digital electronic or analog device (“**Computer**”).

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

2.1. **Embedded Operating System Software.** The Software may be provided with, as Separately Licensed Software, an embedded version of an operating system product (“**EOS**”). Your rights to install and use any EOS are governed by the EULA provided with the EOS. This EULA does not grant You any rights to install or use any EOS provided with the Software separate and apart from any rights granted in the EOS EULA. In particular, You will have no right under this EULA or any EOS EULA to install or use the EOS on any Computer other than the Computer on which You installed, and which is compatible with and capable of directly executing, the Software.

2.2. **VPC Additions Software.** The Software may include, as Additional Software, software currently described as *VPC Additions*. This EULA does not grant You any rights to use the VPC Additions Software on any Computer other than the Computer on which You installed, and which is compatible with and capable of directly executing, the Software.

2.3. **No Shared Use.** You must acquire and dedicate a unique license for each separate Computer on or from which the Software is installed, used, accessed,

displayed, or run. *A license for the Software may not be shared between, or used concurrently on, different Computers, and You have no right to sublicense Your rights in the Software.*

2.4. Internet-Based Services Components. The Software contains components that enable and facilitate the use of certain Internet-based services. You acknowledge and agree that Microsoft may automatically check the version of the Software and/or its components that You are utilizing and may provide upgrades or fixes to the Software that will be automatically downloaded to Your Computer. Microsoft reserves the right to discontinue any Internet-based services provided to You or made available to You through the use of the Software.

2.5. Internet Update Features. If You choose to utilize any Internet update features within the Software, it is necessary to use certain computer system, hardware, and software information to implement the features. By using these features, You explicitly authorize Microsoft or its designated agent to access and utilize the necessary information for Internet updating purposes. Microsoft may use this information solely to improve our software or to provide customized services or technologies to You. Microsoft may disclose this information to others, but not in a form that personally identifies You.

2.6. Copying. You may not make any copies of the Software, except as may be expressly provided in this EULA and/or as allowed by applicable law, and any such allowable copies must accurately reproduce all copyright notices and other proprietary legends of Microsoft and its suppliers, as included on or in the Software as provided to You by Microsoft.

2.7. Separation of Component Parts. The Software is licensed as a single product. Its component parts may not be separated for use on more than one (1) Computer unless expressly permitted by this EULA.

2.8. Trademarks. This EULA does not grant You any rights in connection with any trademarks or service marks of Microsoft.

2.9. Reservation of Rights and 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. 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.

3. PRODUCT SUPPORT SERVICES

3.1. 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.

3.2. **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.

4. **LINKS TO THIRD PARTY SITES.** You may link to third party sites through the use of the Software. The third party sites are not under the control of Microsoft, 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 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.

5. **ADDITIONAL SOFTWARE/SERVICES.** This EULA applies to updates, supplements, add-on components, or Internet-based services components, of the Software that Microsoft may provide to You or make available to You after the date You obtain your initial copy of the Software, unless we provide other terms along 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.

6. **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.

7. **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.

8. **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/>>.

9. **SOFTWARE TRANSFER.** *Internal.* You may move the Software to a different Computer. After the transfer, You must completely remove the Software from the former Computer. *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. This transfer must include all of the Software (including all component parts, the media and printed materials, Additional Software/Services, 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.

10. **UPGRADES.** To use Software identified as an upgrade, You must first be licensed for the software identified by Microsoft as eligible for the upgrade. After upgrading, You may no longer use (or transfer apart from a transfer of the upgrade) the software that formed the basis for Your upgrade eligibility.

11. **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 and all of its component parts.

12. **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 (90) 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 14 ("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 will 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

13. 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.**

14. 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 INCLUDING 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 ARISING OUT OF THE USE OF 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.

15. 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), the entire liability of Microsoft and any of its suppliers under any provision of this EULA, and Your exclusive remedy hereunder 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 shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

16. 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.

17. **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.

18. **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 (expressly excluding any Separately Licensed Software/Services). 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. 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 vous concerne :

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 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 ou implicite.

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 modalités 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.** L'obligation intégrale de Microsoft et de ses fournisseurs et votre recours exclusif seront, selon le choix de Microsoft 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 défectuosité 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 de garantie initiale 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 mentionnée ci-dessus constitue la seule garantie expresse qui vous est donnée et remplace toutes autres garanties expresses (s'il en est) mentionnées dans un document ou sur un emballage. **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 (le cas échéant) les garanties, devoirs ou conditions implicites de qualité marchande, d'adaptation à un usage particulier, d'exactitude ou d'exhaustivité des réponses, des résultats, des efforts déployés selon les règles de l'art, d'absence de virus et de négligence, le tout à l'égard du Logiciel et de la prestation des services de soutien technique ou de l'omission d'une telle prestation. **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 D'UNE TELLE PRESTATION DE SERVICES DE SOUTIEN TECHNIQUE OU AUTREMENT AUX TERMES DE TOUTE DISPOSITION DU PRÉSENT EULA 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, tous les dommages susmentionnés et tous les dommages directs ou généraux), l'obligation intégrale de Microsoft et de l'un ou l'autre de ses fournisseurs aux termes de toute disposition du présent EULA 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.

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.

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 ninety (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 thirty (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 ninety (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>.