

## END-USER LICENSE AGREEMENT FOR MICROSOFT SOFTWARE

# MICROSOFT WINDOWS SERVER 2003, STANDARD EDITION MICROSOFT WINDOWS SERVER 2003, ENTERPRISE EDITION

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PLEASE READ THIS END-USER LICENSE AGREEMENT ("EULA") CAREFULLY. BY INSTALLING OR USING THE SOFTWARE THAT ACCOMPANIES THIS EULA ("SOFTWARE"), YOU AGREE TO THE TERMS OF THIS EULA. IF YOU DO NOT AGREE, DO NOT USE THE SOFTWARE AND, IF APPLICABLE, RETURN IT TO THE PLACE OF PURCHASE FOR A FULL REFUND.

THIS SOFTWARE DOES NOT TRANSMIT ANY PERSONALLY IDENTIFIABLE INFORMATION FROM YOUR SERVER TO MICROSOFT COMPUTER SYSTEMS WITHOUT YOUR CONSENT.

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1. **GENERAL.** This EULA is a legal agreement between you (either an individual or a single entity) and Microsoft Corporation ("Microsoft"). This EULA governs the Software, which includes computer software (including online and electronic documentation) and any associated media and printed materials. This EULA applies to updates, supplements, add-on components, and Internet-based services components of the Software that Microsoft may provide or make available to you unless Microsoft provides other terms 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. This EULA also governs any product support services relating to the Software except as may be included in another agreement between you and Microsoft. An amendment or addendum to this EULA may accompany the Software. The Software may contain the following:
  - "Server Software" provides services or functionality on your server (your computers capable of running the Server Software are "Servers"); and
  - "Device Software" allows a single personal computer, workstation, terminal, handheld computer, pager, telephone, personal digital assistant, or other electronic device ("Device") to access or use the Server Software.
2. **GRANT OF LICENSE.** Microsoft grants you the following rights, conditioned on your compliance with all the terms and conditions of this EULA:
  - a. **Installation, Server Software.** You may install only one copy of Server Software on a single Server, even if multiple copies of Server Software (for example, 32-bit and 64-bit versions) are included in the Software. Separate component parts of the Server Software may not be used on more than one Server. An additional license is required if you install another copy of the Server Software on the same Server (whether in a separate partition, by using server emulation software, or otherwise) or to install or run a copy of the Server Software on a different Server (for example, a Server employed for backup or fail-over support).
  - b. **Processor Rights.** You may use Microsoft Windows Server 2003, Standard Edition, with up to four CPUs of the Server at any one time, or Microsoft Windows Server 2003, Enterprise Edition, with up to eight CPUs of the Server at any one time.
  - c. **Installation, Device Software.** You may install and use the Device Software on any Device solely to access or use the Server Software.

- d. **Mandatory Activation.** To reduce software piracy, Microsoft requires 32-bit versions of the Server Software to be activated. Microsoft will not collect any personally identifiable information from your Server or any Device during the activation process without your consent. Activation of your copy of the Software in the manner described during its setup sequence is required; otherwise, the license rights granted under this EULA are limited to the first thirty (30) days after you first install the Software. You may activate the Software through the use of the Internet or telephone; toll charges may apply. You may also need to reactivate the Software if you modify your computer hardware or alter the Software. If you choose Internet activation, the Software will contact Microsoft computer systems over the Internet to conduct an authentication process to confirm that you have a licensed copy of the Software. You agree to allow the Software to conduct this authentication process. If you have an unlicensed copy of the Software, you are not allowed to install the Software or future Software updates. Additional information about activation is available online at the Microsoft support site.
3. **CLIENT ACCESS LICENSES (“CALs”).** The Software licensing model consists of an operating system license and incremental CALs, so that the total cost for the Software scales with usage. Several CAL types and licensing modes are available to suit your individual needs.
- a. **Windows Server 2003 Client Access License (“Windows CAL”) Requirements.** In addition to the license for the Server Software, you must acquire a Windows CAL for each individual person (“User”) or Device that accesses or uses the Server Software, whether directly or through a Multiplexing Service (defined below). For example, a Windows CAL is required for each User or Device that uses any of the following services of the Server Software:
- authentication services (when user or application credentials are exchanged between the Server Software and a User or Device),
  - file services (accessing or managing files or disk storage),
  - printing services (printing to a printer managed by the Server Software), or
  - remote access service (accessing the Server from a remote location through a communications link, including a virtual private network).

However, you do not need to acquire a Windows CAL for any User or Device that accesses the Server Software solely through the Internet and is not authenticated or otherwise individually distinguished by the Server Software or a Multiplexing Service (for example, by browsing a public website anonymously). A “Multiplexing Service” is a software application or service accessing or using the Server Software at the request of or on behalf of a User or Device.

Further, you do not need to acquire a Windows CAL for any User or Device that has a valid Small Business Server (SBS) 2003 CAL, is accessing Server Software that is not operating as a domain controller, and is within the same Small Business Server domain.

- b. **Types of Windows CALs.** Two different types of Windows CALs are available to you: “Device” and “User.” Each Windows Device CAL permits one Device (used by any User) to access or use the Server Software. Each Windows User CAL permits one User (using any Device) to access or use the Server Software. You may use a mix of Windows Device CALs and Windows User CALs simultaneously with the Server Software.
- c. **Windows CAL Licensing Modes.** At your option, you may use Windows CALs with the Server Software in either “Per Device or Per User” or “Per Server” mode.

- (i) In Per Device or Per User mode, a separate Windows CAL is required for each Device or User that accesses or uses Server Software on any of your Servers. If you choose Per Device or Per User mode, the choice is permanent. In this mode, you may reassign a Windows CAL from one Device to another Device, or from one User to another User, provided the reassignment is made either (A) permanently away from the one Device or User or (B) temporarily to accommodate the use of the Windows CAL by a loaner Device while a permanent Device is out of service, or the use of the Window CAL by a temporary worker while a regular employee is absent.
  - (ii) In Per Server mode, the maximum number of Devices and Users that may simultaneously access or use Server Software installed on a particular Server equals the number of Windows CALs (of either type) that you acquire and designate for use exclusively with that Server. You have the one-time right to change your use of the Server Software from Per Server mode to Per Device or Per User mode. If you do so, you may apply the same number of Windows CALs you acquired for use in Per Server mode in Per Device or Per User mode instead.
- d. Terminal Server Client Access License ("TS CAL") Requirements.** In addition to a Windows CAL, if you wish to conduct a Windows Session, you must acquire a TS CAL for each User or Device. A "Windows Session" means a session during which Server Software hosts a graphical user interface on a Device (whether via the TS component of the Server Software or via other technology).
- e. Types of TS CALs; TS CAL Licensing Modes.** Similar to Windows CALs, two different TS CALs are available to you: "Device" and "User." Each TS Device CAL permits one Device (used by any User) to conduct Windows Sessions on any of your Servers. Each TS User CAL permits one User (using any Device) to conduct Windows Sessions on any of your Servers. You may use a mix of TS Device CALs and TS User CALs simultaneously with the Server Software.
- (i) In Per Device or Per User mode, a separate TS CAL is required for each Device or User that accesses or uses Server Software on any of your Servers. You may reassign a TS CAL from one Device to another Device, or from one User to another User, provided the reassignment is made either (A) permanently away from the one Device or User or (B) temporarily to accommodate the use of the TS CAL by a loaner Device while a permanent Device is out of service, or the use of the TS CAL by a temporary worker while a regular employee is absent.
  - (ii) Windows Sessions are not allowed in Per Server mode.
- f. Premium Windows Server Services.** Microsoft may subsequently create new software functionality ("Premium Services") that you may wish to use with this version of the Software. To make these Premium Services available to you for use with this version of the Software, Microsoft may provide them under additional license terms and may charge additional access license fees for you to install and use them, if you choose.
- g. Additional CAL Requirements.**
- (i) *Single Licensee.* Windows CALs, TS CALs, and any future Premium Services CALs that you acquire may not be used in conjunction with Server Software licensed to anyone other than you.
  - (ii) *Version Matching.* Each required CAL must be version Windows Server 2003 or a later version.
  - (iii) *Administration.* Up to two Users or Devices may simultaneously access or use the Server Software solely for administration of the Server Software, without acquiring any CALs. You do not need a TS CAL when attaching to or mirroring the single Console Session. The "Console Session" is the Windows Session that is conducted through the designated primary keyboard and display device (or similar peripherals).

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

- a. **Other Licenses.** Your use of software applications installed on the Server, accessed through the Server, or providing application-sharing functionality may require additional licenses. **Please consult the license agreement accompanying such software.**
- b. **Component Data Storage.** The Software contains components that use the data storage technology known as Microsoft SQL Server Desktop Engine (“MSDE”). All copies and instances of MSDE contained in or installed by those Software components may be used only by those Software components. Any such copy or instance of MSDE may not be accessed or used for any other purpose. For example, applications may not be created or run on the Software if they access or use the services or functionality of any copy or instance of MSDE contained in or installed by those Software components. In addition, any MSDE network library files that are disabled at the time you first install the Software may not be re-enabled.
- c. **Automatic Internet-Based Services.** The Software features described below are enabled by default to connect via the Internet to Microsoft computer systems automatically, without separate notice to you. You consent to the operation of these features, unless you choose to switch them off or not use them. **Microsoft does not obtain personally identifiable information through any of these features.** For more information about these features, please see your Software documentation or the Microsoft online support site.
  - (i) **Windows Update Features.** Under the Software’s default configuration, if you connect a device to your Server and the correct device driver is not available on your Server, then Windows Update features on your Server (including Device Manager and the Plug & Play CDM Module) automatically attempt to check Microsoft computer systems via the Internet for the correct device driver. Having this happen automatically makes Plug-and-Play installation of new hardware a better experience for customers. You may switch off Windows Update’s automatic driver checking feature.
  - (ii) **Web Content Features.** Under the Software’s default configuration, if you are connected to the Internet, several features of the Software are enabled by default to retrieve content from Microsoft computer systems and display it to you. When you activate such a feature, it uses standard Internet protocols, which transmit the type of operating system, browser and language code of your Server to the Microsoft computer system so that the content can be viewed properly from your Server. These features only operate when you activate them, and you may choose to switch them off or not use them. Examples of these features include Windows Catalog, Search Assistant, and the Headlines and Search features of Help and Support Center.
  - (iii) **Digital Certificates.** Use of certificates based on the X.509 standard is an important security feature of the Software. Certain functions of the X.509 implementation (for example, certificate revocation checking and certificate path building) connect via the Internet to computer systems belonging to Microsoft and other digital certificate authorities to check the validity of digital certificates that you receive from third parties during certain Internet-based operations (for example, communications secured with SSL or IPsec, mail secured with S/MIME, and smartcard authentication). In accordance with the X.509 standard, the Software automatically retrieves user certificates and certificate revocation lists when you attempt to access certificate protected content. Additionally, the Software’s Auto Root Update feature will occasionally update the list of trusted certificate authorities. Auto Root Update is an optional feature; you can uninstall it if you do not desire it to function. The other security operations based on the X.509 standard can be prevented from operating by blocking Server Internet access.
  - (iv) **Windows Media Digital Rights Management.** Content providers are using the digital rights management technology for Windows Media contained in this Software (“WM-DRM”) to

protect the integrity of their content ("Secure Content") so that their intellectual property, including copyright, in such content is not misappropriated. Portions of this Software and third party applications such as media players use WM-DRM to play Secure Content ("WM-DRM Software"). If the WM-DRM Software's security has been compromised, owners of Secure Content ("Secure Content Owners") may request that Microsoft revoke the WM-DRM Software's right to copy, display and/or play Secure Content. Revocation does not alter the WM-DRM Software's ability to play unprotected content. A list of revoked WM-DRM Software is sent to your computer whenever you download a license for Secure Content from the Internet. Microsoft may, in conjunction with such license, also download revocation lists onto your computer on behalf of Secure Content Owners. Secure Content Owners may also require you to upgrade some of the WM-DRM components in this Software ("WM-DRM Upgrades") before accessing their content. When you attempt to play such content, WM-DRM Software built by Microsoft will notify you that a WM-DRM Upgrade is required and then ask for your consent before the WM-DRM Upgrade is downloaded. WM-DRM Software built by third parties may do the same. If you decline the upgrade, you will not be able to access content that requires the WM-DRM Upgrade; however, you will still be able to access unprotected content and Secure Content that does not require the upgrade. WM-DRM features that access the Internet, such as acquiring new licenses and/or performing a required WM-DRM Upgrade, can be switched off. When these features are switched off, you will still be able to play Secure Content if you have a valid license for such content already stored on your computer.

- (v) *Windows Media Player*. Some features of Windows Media Player automatically contact Microsoft computer systems if you use Windows Media Player or specific features of it: features that (A) check for new codecs if your Server does not have the correct ones for content you attempt to play (this feature may be switched off), and (B) check for new versions of Windows Media Player (this feature will operate only when you are using Windows Media Player).
- d. **Benchmark Testing**. The Software contains the Microsoft Framework. Disclosure of the results of any benchmark test of the Framework component of the Software to any third party without Microsoft's prior written approval is prohibited.
- e. **Reservation of Rights; Other Restrictions**. [*Localization note: this section differs from standard terms*] 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. Notwithstanding any other provision in this EULA, neither this EULA nor any CAL grants a license, under any Microsoft intellectual property, to implement any functionality contained in the Software (including without limitation communication protocols used by the Software) in any software installed on a Device accessing or utilizing the Server Software. 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.

## 5. PRODUCT SUPPORT SERVICES

- a. **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.

- b. *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.
- 6. LINKS TO THIRD PARTY INTERNET SITES.** You may link to third party Internet sites through the use of the Software. Microsoft does not control the third party sites, 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 you 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.
- 7. UPGRADES/DOWNGRADES** [*Note for localization: this section differs from standard terms.*]

  - a. *Software upgrades generally.*** To use Software identified as an upgrade by Microsoft, it is required that you be licensed for the software identified by Microsoft as eligible for the upgrade. After upgrading, the software that formed the basis for your upgrade eligibility may no longer be used. The resulting upgraded Software may be used only in accordance with the terms of this EULA.
  - b. *Software upgrades for a component of Microsoft BackOffice Server ("BackOffice Server").*** To use any Software as an upgrade to a component of BackOffice Server, then the requirements of this paragraph apply in addition to those in the paragraph above. If you upgrade to the Software from BackOffice Server, the remaining components may only be used in accordance with the terms of the Microsoft End User License Agreement that accompanied BackOffice Server. After an upgrade of BackOffice Server, all Software must run on the same Server on which BackOffice Server is installed, unless the upgrade is an Enterprise Edition, in which case you may use the Software as stand-alone software in accordance with the terms of this EULA.
  - c. *Software downgrades.*** Instead of installing and using the Server Software, you may install and use one copy of an earlier version of the Server Software on a single Server, provided that such earlier version is no earlier than Windows NT version 4.0, and that you completely remove such earlier version and install the Server Software within a reasonable time. Your use of such earlier version shall be governed by this EULA, where applicable, and your rights to use such earlier version shall terminate when you install the current version of Server Software.
  - d. *CAL downgrades.*** You may use Windows Device CALs and Windows User CALs with an earlier version of the Software in accordance with the terms of this EULA. You may use TS Device CALs, but due to technical incompatibilities not TS User CALs, with earlier versions of the Software in accordance with the terms of this EULA.
- 8. 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.
- 9. 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.

**10. 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/>.

**11. SOFTWARE TRANSFER – *Internal transfer.*** You may move the Server Software to a different Server as long as you permanently remove the software from the initial Server. ***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. The transfer must include all of the Software (including all component parts, the media and printed materials, 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. [*Localization note: this section differs from standard terms.*]

**12. TERMINATION.** Without prejudice to any other rights, Microsoft may terminate this EULA if you are not in compliance with all the terms and conditions of this EULA. In such event, you must destroy all copies of the Software and all of its component parts.

**13. Notice Regarding MPEG-4 Visual Decoders for Windows Media Player.** USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C. MPEG LA, L.L.C., has contractually obligated Microsoft to provide this notice.

**The following Limited Warranty applies if you acquired this Product in the US or Canada:**

**14. 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-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 16 ("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 shall 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 subsidiary serving your country.

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**16. 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 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 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,**



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**19. 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.

**20. 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. 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 unless the parties otherwise agree in writing. 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. [Localization note: note underlined addition to standard terms. (Remove underlining.)]

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**Si vous avez acquis votre produit Microsoft au CANADA, la garantie limitée suivante s'applique :**

#### **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 d'un 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, implicite ou en vertu de la loi.

**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 termes 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.** La seule responsabilité obligation de Microsoft et de ses fournisseurs et votre recours exclusif pour toute violation de la présente garantie limitée ou pour toute autre violation du présent contrat ou pour toute autre responsabilité relative au Logiciel seront, selon le choix de Microsoft exercé 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 défektivité 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 initiale de la garantie 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 qui apparaît ci-dessus constitue la seule garantie expresse qui vous est donnée et remplace toutes autres garanties expresses (s'il en est) créées par une publicité, un document, un emballage ou une autre communication. **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, mais sans limitation, (le cas échéant) les garanties, devoirs ou conditions implicites de qualité marchande, d'adaptation à une fin particulière, de fiabilité ou de disponibilité, d'exactitude

ou d'exhaustivité des réponses, des résultats, des efforts déployés selon les règles de l'art, d'absence de virus et d'absence de négligence, le tout à l'égard du Logiciel et de la prestation ou de l'omission de la prestation des services de soutien technique ou à l'égard de la fourniture ou de l'omission de la fourniture de tous autres services, renseignements, logiciels, et contenu qui s'y rapporte grâce au Logiciel ou provenant autrement de l'utilisation du Logiciel. 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 DE LA PRESTATION DE SERVICES DE SOUTIEN TECHNIQUE OU À LA FOURNITURE OU À L'OMISSION DE LA FOURNITURE DE TOUS AUTRES SERVICES, RENSEIGNEMENTS, LOGICIELS, ET CONTENU QUI S'Y RAPPORTE GRÂCE AU LOGICIEL OU PROVENANT AUTREMENT DE L'UTILISATION DU LOGICIEL OU AUTREMENT AUX TERMES DE TOUTE DISPOSITION DE LA PRÉSENTE CONVENTION 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, MAIS SANS LIMITATION, TOUS LES DOMMAGES SUSMENTIONNÉS ET TOUS LES DOMMAGES DIRECTS OU GÉNÉRAUX OU AUTRES), LA SEULE RESPONSABILITÉ DE MICROSOFT ET DE L'UN OU L'AUTRE DE SES FOURNISSEURS AUX TERMES DE TOUTE DISPOSITION DE LA PRÉSENTE CONVENTION 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.

À moins que cela ne soit prohibé par le droit local applicable, la présente Convention est régie par les lois de la province d'Ontario, Canada. Vous consentez à la compétence des tribunaux fédéraux et provinciaux siégeant à Toronto, dans la 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 utiliser l'information contenue dans le Logiciel pour contacter la filiale de Microsoft desservant votre pays, ou visitez Microsoft sur le World Wide Web à <http://www.microsoft.com>.

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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>.

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