

Microsoft Windows XP Home Edition

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- **Storage/Network Use.** You may also store or install a copy of the Product on a storage device, such as a network server, used only to install or run the Product on your other Workstation Computers over an internal network; however, you must acquire and dedicate an additional license for each separate Workstation Computer on or from which the Product is installed, used, accessed, displayed or run. A license for the Product may not be shared or used concurrently on different Workstation Computers.
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4. TRANSFER – Internal. You may move the Product to a different Workstation Computer. After the transfer, you must completely remove the Product from the former Workstation Computer. **Transfer to Third Party.** The initial user of the Product may make a one-time transfer of the Product to another end user. The transfer has to include all component parts, media, printed materials, 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 transferred Product must agree to all the EULA terms. **No Rental.** You may not rent, lease, lend or provide commercial hosting services to third parties with the Product.

5. **LIMITATION ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY.** You may not reverse engineer, decompile, or disassemble the Product, except and only to the extent that it is expressly permitted by applicable law notwithstanding this limitation.
6. **TERMINATION.** Without prejudice to any other rights, Microsoft may cancel this EULA if you do not abide by the terms and conditions of this EULA, in which case you must destroy all copies of the Product and all of its component parts.
7. **DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.**
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11. LIMITED WARRANTY FOR PRODUCT ACQUIRED IN THE US AND CANADA.

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Any supplements or updates to the Product, 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.

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16. **U.S. GOVERNMENT LICENSE RIGHTS.** All Product 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 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 DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.
17. **APPLICABLE LAW.** 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, 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 Product was acquired outside the United States, then local law may apply.
18. **ENTIRE AGREEMENT.** This EULA (including any addendum or amendment to this EULA which is included with the Product) are the entire agreement between you and Microsoft relating to the Product and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Product 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.
19. The Product 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 Product. **The Product is licensed, not sold.**

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EXCLUSION DES DOMMAGES ACCESSOIRES, INDIRECTS ET DE CERTAINS AUTRES DOMMAGES. DANS TOUTE LA MESURE PERMISE PAR LE DROIT APPLICABLE, EN AUCUN CAS MICROSOFT OU SES FOURNISSEURS NE SERONT RESPONSABLES DES DOMMAGES SPÉCIAUX, ACCESSOIRES, EXEMPLAIRES OU INDIRECTS DE QUELQUE NATURE QUE CE SOIT (Y COMPRIS NOTAMMENT, LES DOMMAGES À L'ÉGARD DE LA PERTE DE PROFITS OU DE LA DIVULGATION DE RENSEIGNEMENTS CONFIDENTIELS OU AUTRES, DE L'INTERRUPTION DES AFFAIRES, 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) DÉCOULANT OU SE RAPPORTANT DE QUELQUE MANIÈRE QUE CE SOIT À L'UTILISATION DU PRODUIT OU À L'INCAPACITÉ DE S'EN SERVIR, À LA PRESTATION DE SERVICES DE SOUTIEN TECHNIQUE OU AUTRES SERVICES OU À L'OMISSION D'UNE TELLE PRESTATION, À L'INFORMATION, AU LOGICIEL ET À TOUT CONTENU S'Y RAPPORTANT À TRAVERS LE PRODUIT OU AUTREMENT DÉCOULANT DE L'UTILISATION DU PRODUIT OU AUTREMENT AUX TERMES DE TOUTE DISPOSITION DU PRÉSENT CONTRAT 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.

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La présente Convention est régie par les lois de la province d'Ontario, Canada. Vous reconnaissez irrévocablement par la présente la compétence des tribunaux de la province d'Ontario et consentez à instituer tout litige qui pourrait découler de la présente auprès des tribunaux fédéraux ou provinciaux ayant juridiction pour la ville de Toronto, province d'Ontario.

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