**MICROSOFT WINDOWS RALLY Component License Agreement**

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**Recitals**

Microsoft has developed certain “Windows Rally” technologies that are intended to facilitate certain tasks performed by or in conjunction with network connected devices, including communications protocols. Licensee desires a license from Microsoft to access, view or implement the Licensed Specification(s), and to use the corresponding Technical Documentation (as defined below) for the purpose of such implementation(s).

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**1.1 “Affiliate”** means, with respect to any legal entity, any other such entity directly or indirectly Controlling, Controlled by, or under common Control with such entity. “Control” means the power to direct the management of a legally recognizable entity.

**1.2** “**Game Console**” means any computing system that has interactive gaming as its primary functionality and is not designed, marketed or capable of performing the functions of (or replacing) a server, personal computer, laptop, netbook, tablet, slate or smartbook.

**1.3 “General Purpose Computing Device”** means any server, personal computer, laptop, netbook, tablet, slate, smartbook or other device that: (i) contains processor(s), permanent and temporary memory storage device(s), and an operating system; (ii) is capable as shipped or enabled by the manufacturer or its designee of executing personal productivity applications (such as word processing, spreadsheet, database, personal information management, image editing, or financial management); (iii) is not a Game Console or Mobile Phone; and (iv) is shipped without a Microsoft operating system.

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**4 Term and Termination**

**4.1 Term**. This Agreement is effective as of the Effective Date, unless and until terminated.

**4.2 Termination**. Licensee may terminate this Agreement at any time upon written notice to Microsoft. Microsoft may terminate this Agreement if Licensee materially breaches this Agreement and fails to cure the breach within sixty (60) days after Licensee receives notice of the breach from Microsoft. This Agreement and all rights granted to You will automatically terminate if the conditions of Section 2.5 are not satisfied.

**4.3 Survival**. Sections 1, 2.3, 2.4, 2.5, 4.3, 5.2, 6 and 7 will survive any termination of this Agreement. Subject to Section 2.5, after termination, end users will continue to have the right to use implementations of Required Portions in Consumer Products that were distributed under the license in Section 2.2 prior to termination.

**5. Representations and Disclaimers of Warranty**

**5.1** Licensee represents and warrants that the person signing this Agreement on Licensee’s behalf has all necessary power and authority to do so, and that this Agreement is a binding obligation on Licensee.

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**7.1 No Partnership, Joint Venture or Franchise**. This Agreement does not create a partnership, joint venture or agency relationship between the parties.

**7.2 No Technical Support**. This Agreement does not include technical support by Microsoft. Licensee is solely responsible for all such support and will advise channel entities and end users accordingly.

**7.3 Export Regulations**. The Technical Documentation and Licensed Specifications may be subject to U.S. export jurisdiction and other applicable national or international laws. Licensee agrees to comply with all such laws. See <http://www.microsoft.com/exporting/>.

**7.4 Notices**. All notices in connection with this Agreement will be deemed given as of the day they are received either by messenger, delivery service, or in the United States of America mails, postage prepaid, certified or registered, return receipt requested.

**7.5 Governing Law; Jurisdiction; Attorneys' Fees**. This Agreement is controlled by the laws of the State of New York as such laws apply to contracts entered into by New York residents to be performed entirely within New York. Licensee consents to exclusive jurisdiction and venue in the United States District Court for the Southern or Eastern Districts of New York. Licensee waives all defenses of lack of personal jurisdiction and forum non conveniens.

**7.6 Assignment**. Licensee may not transfer or assign this Agreement, or any rights or obligations hereunder, whether by operation of contract, law, change of Control or otherwise. Any attempted assignment by Licensee in violation of this Section is void.

**7.7 Construction**. If any court finds any portion of this agreement to be unenforceable (other than Section 2.2(b) or Section 2.5), such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the Agreement will continue in full force and effect. In the event that a court finds Section 2.2(b) or Section 2.5 unenforceable, this entire Agreement and any licenses granted hereunder will be rendered null and void. Failure to enforce any provision of this Agreement is not a waiver of future enforcement of that or any other provision.

**7.8 Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and merges all prior and contemporaneous communications.

\_\_\_\_\_\_\_\_\_\_\_ I AGREE

\_\_\_\_\_\_\_\_\_\_\_ COMPANY NAME