

# MICROSOFT SOFTWARE LICENSE TERMS

## MICROSOFT WINDOWS EMBEDDED COMPACT 7 TOOLKIT

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- updates,
- supplements,
- Internet-based services, and
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**As described below, using the software also operates as your consent to the transmission of certain computer information for Internet-based services.**

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**If you comply with these license terms, you have the rights below for each license you acquire.**

### 1. OVERVIEW.

- a. Software.** The software includes development tools, software programs and documentation.
- b. License Model.** The software is licensed on a per user basis.

### 2. INSTALLATION AND USE RIGHTS.

- a. General.** One user may install and use one copy of the software on a computer residing on your premises running a validly licensed copy of a compatible version of Microsoft Visual Studio 2008 to design, develop, test and demonstrate your Products (as defined below). The demonstration rights do not apply to the Native Code Analysis Tool (formerly "PREfast") included in the software. Your Products means the following:
  - i.** An embedded hardware device running a version of Windows Embedded Compact 7 configured through your use of the software;
  - ii.** Your software designed for use on Windows Embedded Compact 7; and
  - iii.** The OEM Adaptation Layer ("OAL") and applicable drivers (as those terms are described in the software documentation) designed for use with Windows Embedded Compact 7.
- b. Included Microsoft Programs and Additional Required Licenses.** Except as provided below, these license terms apply to all Microsoft programs included with the software. If the license terms with any of those programs give you other rights that do not expressly conflict with these license terms, you also have those rights

- i. This agreement does not grant you any rights with respect to the Windows Embedded Compact 7 Shared Source Code, Microsoft ActiveSync, Windows Mobile Device Center, Microsoft Visual Studio or Expression Blend 3 which are subject to the licenses accompanying those items.
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- iii. Windows Media Components, Digital Rights Management ("DRM"). In order to utilize the DRM feature of this software, you must first execute and comply with an amendment to your royalty-bearing license from Microsoft or the Microsoft affiliate serving your country ("DRM Agreement"). Please contact your Microsoft Account Manager (Direct OEM) or Microsoft Authorized Embedded Distributor (Indirect OEM) to obtain the DRM Agreement. The following URL provides a list of Microsoft distributors in your region: [www.windowseembedded.com/DRM](http://www.windowseembedded.com/DRM). You will need to send a copy of the DRM Amendment to <mailto:wincedrm@microsoft.com> with your request for the DRM certificate.

### 3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- a. **Font Components.** While the software is running, you may use its fonts to display and print content. You may only
  - embed fonts in content as permitted by the embedding restrictions in the fonts; and
  - temporarily download them to a printer or other output device to help print content.
- b. **Distributable Code.** The software contains code that you are permitted to distribute in the Products you develop if you comply with the terms below.
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    - MFCs, ATLS and CRTs. You may modify the source code form of Microsoft Foundation Classes (MFCs), Active Template Libraries (ATLs), and C runtimes (CRTs) to design, develop and test your Products, and copy and distribute the object code form of your modified files under a new name. Your license rights to these files, including

derivatives are only for use on a Windows Compact based device.

- Third Party Distribution. You may permit distributors of your Products to copy and distribute the Distributable Code as part of those Products.

**ii. Distribution Requirements. For any Distributable Code you distribute, you must**

- add significant primary functionality to it in your Products;
- require distributors and external end users to agree to terms that protect it at least as much as this agreement;
- display your valid copyright notice on your Products; and
- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your Products.

**iii. Distribution Restrictions. You may not**

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- distribute Distributable Code to run on a platform other than the Windows Embedded Compact platform. Include Distributable Code (including any derivatives) in a Runtime Image except as permitted in the Non-Commercial Rights and Limitations for Runtime Images section of this agreement or (b) pursuant to a royalty-bearing license with Microsoft or the Microsoft affiliate serving your country for distribution of Windows Embedded Compact 7; or
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- modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that the code be disclosed or distributed in source code form; or others have the right to modify it.

**iv. Additional Terms Applicable to Distributable Code**

- You must provide end user support for your derivative works,
- If you assert any claims against Microsoft over patents that you think may apply to the Distributable Code (including a cross-claim or counterclaim in a lawsuit), your license to the Distributable Code ends automatically

**c. CUSTOMIZED OEM SOFTWARE DEVELOPMENT KIT (SDK)**

- i. SDK Tool.** You may use the Microsoft SDK tool to generate the Windows Embedded Compact 7 Customized SDK ("Customized SDK") for the development of software which runs on a Windows Embedded Compact device.
- ii. Customized SDK.** You may distribute the Customized SDK for development purposes only to third parties wishing to develop software applications for a Windows Embedded Compact 7 product provided that you comply with the terms below.

For any distribution, you must

- limit the Microsoft files in the Customized SDK to those listed in the Manifest.txt file generated by the SDK tool;
- only include a Runtime Image if it is limited for use with the device emulator included in Visual Studio 2008 or later;
- require third parties to agree to the Windows Embedded Compact 7 Customized OEM Software Development Kit license terms located in the Program Files\Microsoft Platform Builder\7.00\cepb\ideVS\sdktools\rollerfiles ("Customized SDK License Terms");
- include any applicable additional license terms in the Customized SDK License Terms for the software you developed and distribute with the Customized SDK. Your additional license terms must be at least as protective as the Customized SDK License Terms;
- identify those portions of software developed by you and distributed with the Customized SDK either in the Customized SDK License Terms or documentation that you provide with the Customized SDK;
- display your valid copyright notice on software developed by you and distributed with the Customized SDK;
- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of the Customized SDK;
- comply with the DRM Agreement if your Product utilizes the DRM component in the software; and
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- include any malicious, deceptive or unlawful Products in your software, the Customized SDK or the Customized SDK documentation; and
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- ii. Demonstration of Your Pre-Release Product.** You may publicly demonstrate your pre-release Product to your customers and potential customers if you (i) clearly mark such Product "pre-release" or "beta" and (ii) not provide or distribute such Product to any third party.
- iii. Non-Commercial Distribution.** You may
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  - develop and distribute a Runtime Image to other software licensees only for development and educational purposes.

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For any Non-Commercial Demonstration or Distribution, you must

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- display your valid copyright notice on any distributed Product and Runtime Images;
- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees related to the distribution or use of your Product or Runtime Images; and
- provide end user support for your Product and Runtime Images.

For any Non-Commercial Demonstration or Distribution, you may not

- permit further distribution of the Runtime Images;
- use Microsoft's trademarks in your Runtime Image or Product's name or in any way that suggests your Runtime Image or Products come from or are endorsed by Microsoft;
- alter any copyright, trademark or patent notice in your Runtime Image; and
- include any malicious, deceptive or unlawful programs in your Product or Runtime

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- e. Device Limitations/ High Risk Use.** The software is not fault-tolerant and is not designed, manufactured or intended for any use requiring fail-safe performance in which the failure of the software could lead to death, serious personal injury or severe physical and environmental damage ("High risk Use"), such as the operation of aircraft, mass human transportation, nuclear or chemical facilities. High Risk Use also includes Class III medical devices under the Federal Food, Drug, and Cosmetic Act unless:
- Use of the Products in Class III medical embedded system has been specifically reviewed and approved by the US Food and Drug Administration for marketing in the United States; or
  - The medical Embedded System is intended for marketing outside the United States and is identical in technology and labeling to such approved United States version.

You agree not to use, or license the use of, the software in connection with any High Risk Uses and will inform your end users in writing of the foregoing restriction.

- f. Additional Functionality.** Microsoft may provide additional functionality for the software. Other license terms and fees may apply.

- 4. RUNTIME ASSESSMENT TOOL.** The Runtime Assessment Tool is provided for informational purposes only. For official license information pertaining to the Runtime, please consult your royalty bearing license agreement with Microsoft or the Microsoft affiliate serving your country.
- 5. SPEECH/HANDWRITING RECOGNITION.** If you include the speech and/or handwriting recognition component(s) in your Product, you should understand that speech and handwriting recognition are inherently statistical processes; that recognition errors are inherent in the processes; that it is your responsibility to provide for the handling of such errors and to monitor the recognition processes and correct any errors. Neither Microsoft nor its suppliers shall be liable for any damages arising out of errors in the speech and handwriting recognition processes.
- 6. INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
- a. Consent for Internet-Based Services.** The software features described below connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off these features or not use them. For more information about these features, see the software documentation. By using these features, you consent to the transmission of this information. Microsoft does not use the information to identify or contact you.

Computer Information. The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet-based services available to you.

- Windows Update Feature. You may connect new hardware to the computer where you installed the software. Your computer may not have the drivers needed to communicate with that hardware. If so, the update feature of the software can obtain the correct driver from Microsoft and install it on your computer. You can switch off this update feature.
- Web Content Features. Features in the software can retrieve related content from Microsoft and provide it to you. To provide the content, these features send to Microsoft the type of operating system, name and version of the software you are using, type of browser and language code of the device where you installed the software. Examples of these features are

clip art, templates, online training, online assistance and Appshelp. You may choose not to use these web content features.

- Digital Certificates. The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. The software retrieves certificates and updates certificate revocation lists. These security features operate only when you use the Internet.
- Windows Media Digital Rights Management. Content owners use Windows Media digital rights management technology (WMDRM) to protect their intellectual property, including copyrights. This software and third party software use WMDRM to play and copy WMDRM-protected content. If the software fails to protect the content, content owners may ask Microsoft to revoke the software's ability to use WMDRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree that Microsoft may include a revocation list with the licenses. Content owners may require you to upgrade WMDRM to access their content. Microsoft software that includes WMDRM will ask for your consent prior to the upgrade. If you decline an upgrade, you will not be able to access content that requires the upgrade. You may switch off WMDRM features that access the Internet. When these features are off, you can still play content for which you have a valid license.
- Windows Media Player. When you use Windows Media Player, it checks with Microsoft for
  - compatible online music services in your region;
  - new versions of the player; and
  - codecs if your device does not have the correct ones for playing content.

You can switch off this last feature. For more information, go to <http://go.microsoft.com/fwlink/?LinkId=51331>.

- Windows Time Service. This service synchronizes with time.windows.com once a week to provide your computer with the correct time. You can turn this feature off or choose your preferred time source within the Date and Time Control Panel applet. The connection uses standard NTP protocol.
- IPv6 Network Address Translation (NAT) Traversal service (Teredo). This feature helps existing home Internet gateway devices transition to IPv6. IPv6 is next generation Internet protocol. It helps enable end-to-end connectivity often needed by peer-to-peer applications. To do so, each time you start up the software the Teredo client service will attempt to locate a public Teredo Internet service. It does so by sending a query over the Internet. This query only transfers standard Domain Name Service information to determine if your computer is connected to the Internet and can locate a public Teredo service. If you use an application (e.g. Windows Meeting Space) that needs IPv6 connectivity or configure your firewall to always enable IPv6 connectivity by default standard Internet Protocol information will be sent to the Teredo service at Microsoft at regular intervals. No other information is sent to Microsoft. You can change this default to use non-Microsoft servers. You can also switch off this feature using a command line utility named "netsh".
- Microsoft Error Reporting Service. This feature helps Microsoft and Windows partners diagnose problems in the software and provide solutions. Not all problems will have a solution but when a solution is available, it will be offered as a step to solve a problem you have reported or as an update to install. As part of setup and installation, the Microsoft Error Reporting Service sends to Microsoft information about setup and installation failures in order to attempt to diagnose the problem. To help prevent problems and make the software more reliable, some solutions are also included in service packs and future versions of the software.

**b. Use of Information.** Microsoft may use the computer information, error reports, and Malware reports to improve our software and services. We may also share it with others, such as hardware

and software vendors. They may use the information to improve how their products run with Microsoft software.

- c. Misuse of Internet-based Services.** You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.
- 7. MICROSOFT .NET FRAMEWORK BENCHMARK TESTING.** The software includes one or more components of the .NET Framework (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>.
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- 12. NOT FOR RESALE SOFTWARE.** You may not sell software marked as "NFR" or "Not for Resale."
- 13. ACADEMIC EDITION SOFTWARE.** You must be a "Qualified Educational User" to use software marked as "Academic Edition" or "AE." If you do not know whether you are a Qualified Educational User, visit [www.microsoft.com/education](http://www.microsoft.com/education) or contact the Microsoft affiliate serving your country.
- 14. PROOF OF LICENSE.** If you acquired the software on a disc or other media, a genuine Microsoft Proof of License label with a genuine copy of the software identifies licensed software. To be valid, this label must appear on Microsoft packaging. If you receive the label separately, it is invalid. You should keep the packaging that has the label on it to prove that you are licensed to use the software. To identify genuine Microsoft software, see [www.howtotell.com](http://www.howtotell.com).
- 15. NOTICE ABOUT CODEC STANDARDS.** This software includes codec standards for encoding and decoding audio and visual content. You are not licensed for any implementation or distribution of the technology in any commercial product or service such as Runtime Images that you develop using this software. You are responsible for determining and securing these license rights.
- 16. NOTICE ABOUT THE MPEG-4 VISUAL STANDARD.** This software includes MPEG-4 visual decoding

technology. This technology is a format for data compression of video information. MPEG LA, L.L.C. requires this notice:

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.

If you have questions about the MPEG-4 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; [www.mpegla.com](http://www.mpegla.com).

- 17. NOTICE ABOUT THE AVC/H.264 VISUAL STANDARD.** This software may include AVC/H.264 video decoding technology, MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE AVC/H.264 PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (A) ENCODE VIDEO IN COMPLIANCE WITH THE AVC/H.264 STANDARD ("AVC/H.264 VIDEO") OR (B) DECODE AVC/H.264 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE AVC/H.264 VIDEO. NO LICENSE IS GRANTED OR WILL BE IMPLIED FOR ANY OTHER USE.

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- 18. NOTICE ABOUT THE MP3 AUDIO STANDARD.** This software includes MP3 audio encoding and decoding technology as defined by ISO/IEC 11172-3 and ISO/IEC 13818-3. It is not licensed for any implementation or distribution in any commercial product or service such as runtimes that you develop using this software. You are responsible for determining and securing license rights to include the MP3 audio technology in your commercial products and services that you develop using this software.

- 19. NOTICE ABOUT THE MPEG-2 VISUAL STANDARD.** This software includes MPEG-2 visual decoding technology. MPEG LA, L.L.C. requires this notice:

USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG 2 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.

If you have questions about the MPEG-2 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; [www.mpegla.com](http://www.mpegla.com).

- 20. NOTICE ABOUT THE VC-1 VISUAL STANDARD.** This software may include VC-1 visual decoding technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE VC-1 PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (A) ENCODE VIDEO IN COMPLIANCE WITH THE VC-1 STANDARD ("VC-1 VIDEO") OR (B) DECODE VC-1 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE VC-1 VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE.

If you have questions about the VC-1 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; [www.mpegla.com](http://www.mpegla.com).

- 21. NOTICE AND ADDITIONAL TERMS FOR ADOBE FLASH PLAYER 10.x.** This software includes Adobe Flash Player 10.x ("Flash Player 10"), which is not licensed for any implementation or distribution in any commercial product or service such as runtimes that you develop using this software. Any commercial distribution of Flash Player 10 by you is conditioned upon and subject to such you entering into an Open Screen Project Software Distribution Agreement with Adobe.

Flash Player 10 incorporates certain code ("Content Protection Code") that enables Adobe's encrypted real-time messaging protocol technology ("RTMPE") and those aspects of Flash Player 10 designed to ensure compliance with the Compliance and Robustness Rules (a copy of which are located at <http://www.adobe.com/mobile/licensees> or a successor website thereto), and to prevent playback, copying, modification, redistribution or other actions with respect to digital content distributed for consumption by users of Flash Player 10 when such actions are not authorized by the owners of such digital content or its licensed distributors (the "Content Protection Functions").

Your right to exercise the licenses granted under this Agreement for Flash Player 10 is subject to the additional restrictions and obligations below. If you fail to comply with these restrictions and obligations, such failure will be treated as a material breach of this Agreement by you.

Additional restrictions and obligations:

- **Keys Protection.** The cryptographic values contained in Flash Player 10 for use in decrypting digital content (the "Keys") and the RTMPE module containing such Keys, if provided to you in pre-compiled form, are hereby designated as "Adobe's Confidential Information" and Source Code, and will be treated and protected as such. In the case of a pre-compiled RTMPE module, such treatment and protection as Adobe Confidential Information and Source Code will continue only until such module is fully compiled and integrated with the Flash Player 10. You agree that you will, with respect to the Keys, adhere to Adobe's Source Code Handling Procedure, which is available from Adobe Systems Inc., Attention: OSP Contracts, 801 N. 34<sup>th</sup> Street, Seattle, WA 98103.
- **No Circumvention.** You may not (i) circumvent the Content Protection Functions of either Flash Player 10 or any related Adobe software that is used to encrypt or decrypt digital content for authorized consumption by users of such software, or (ii) develop or distribute products that are designed to circumvent the Content Protection Functions of either Flash Player 10 or any Adobe software that is used to encrypt or decrypt digital content for authorized consumption by users of such software.
- **Failure to Update.** Without limiting provisions of the Agreement, you acknowledge and agree that, failure to update the Flash Player 10 may cause incompatibility issues, including but not limited to failure of the Flash Player 10 to execute content and application properly, and error messages.
- **Injunctive Relief.** You agree that a breach of this Agreement may compromise the Content Protection Functions of Flash Player 10 and cause unique and lasting harm to the interests of Adobe and owners of digital content that rely on such Content Protection Functions, and that monetary damages will be inadequate to compensate fully for such harm. Therefore, you further agree that Adobe may be entitled to injunctive relief to prevent or limit the harm caused by any such breach by you, in addition to monetary damages.
- Except pursuant to applicable permissions or agreements therefore, from or with the applicable parties, you may not use or allow the use of, Flash Player 10 for the encoding or decoding of MP3 audio only (.mp3) data on any non-pc device (e.g., mobile phone or set-top box), nor may the MP3 encoders or decoders contained in Flash Player 10 be used or accessed by any product other than the Flash Player 10. Flash Player 10 may be used for the encoding or decoding of MP3 data contained within a swf or flv file, which contains video, picture or other data. You acknowledge that use of Flash Player 10 for non-PC devices, as described in the prohibitions in this paragraph above, may require the payment of licensing royalties or other amounts to third parties who may hold intellectual property rights related to the MP3 technology and that Adobe has not paid any royalties or other amounts on account of third party intellectual property rights for such use. If you require an MP3 encoder or decoder for such use, you are responsible for obtaining the necessary intellectual property license, including any applicable patent rights.
- All codecs provided with Flash Player 10 may only be used as an integrated part of Flash Player 10 and may not be accessed by any other application, including your product.
- Flash Player 10 may be provided with an AAC codec and/or HE-AAC codec (the "AAC Codec"). Use of the AAC Codec is conditioned on you obtaining a proper patent license covering necessary patents as provided by VIA Licensing, for end products on or in which the AAC Codec will be used. You acknowledges and agrees that Adobe is not providing a patent license for an AAC Codec under this

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- FLASH PLAYER 10 MAY CONTAIN CODE LICENSED UNDER THE AVC PATENT PORTFOLIO LICENSE FOR THE PERSONAL NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE AVC STANDARD ("AVC VIDEO") AND/OR (ii) DECODE AVC VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE AVC VIDEO. NO LICENSE IS GRANTED OR WILL BE IMPLIED FOR ANY OTHER USE. If you have questions about the AVC standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; [www.mpegla.com](http://www.mpegla.com).

**22. EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting).

**23. SUPPORT SERVICES.** Microsoft provides support services for the software as described at <http://support.microsoft.com/common/international.aspx>.

**24. ENTIRE AGREEMENT.** This agreement (including the warranty below), and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

**25. APPLICABLE LAW.**

- a. United States. If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
- b. Outside the United States. If you acquired the software in any other country, the laws of that country apply.

**26. LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

**27. LIMITATION ON AND EXCLUSION OF DAMAGES.** You can recover from Microsoft and its suppliers only direct damages up to the amount you paid for the software. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies to

- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if

- repair, replacement or a refund for the software does not fully compensate you for any losses; or
- Microsoft knew or should have known about the possibility of the damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

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## LIMITED WARRANTY

- A. LIMITED WARRANTY.** If you follow the instructions, the software will perform substantially as described in the Microsoft materials that you receive in or with the software.
- B. TERM OF WARRANTY; WARRANTY RECIPIENT; LENGTH OF ANY IMPLIED WARRANTIES.** The limited warranty covers the software for one year after acquired by the first user. If you receive supplements, updates, or replacement software during that year, they will be covered for the remainder of the warranty or 30 days, whichever is longer. If the first user transfers the software, the remainder of the warranty will apply to the recipient.
- To the extent permitted by law, any implied warranties, guarantees or conditions last only during the term of the limited warranty. Some states do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you. They also might not apply to you because some countries may not allow limitations on how long an implied warranty, guarantee or condition lasts.
- C. EXCLUSIONS FROM WARRANTY.** This warranty does not cover the customized SDK, Runtime Assessment Tool, or Distributable Code, which are provided "AS IS" with no warranties. Additionally, this warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond Microsoft's reasonable control.
- D. REMEDY FOR BREACH OF WARRANTY.** Microsoft will repair or replace the software at no charge. If Microsoft cannot repair or replace it, Microsoft will refund the amount shown on your receipt for the software. It will also repair or replace supplements, updates and replacement software at no charge. If Microsoft cannot repair or replace them, it will refund the amount you paid for them, if any. You must uninstall the software and return any media and other associated materials to Microsoft with proof of purchase to obtain a refund. These are your only remedies for breach of the limited warranty.
- E. CONSUMER RIGHTS NOT AFFECTED.** You may have additional consumer rights under your local laws, which this agreement cannot change.
- F. WARRANTY PROCEDURES.** You need proof of purchase for warranty service.
- 1. United States and Canada.** For warranty service or information about how to obtain a refund for software acquired in the United States and Canada, contact Microsoft at
    - (800) MICROSOFT;
    - Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399; or
    - visit [www.microsoft.com/info/nareturns.htm](http://www.microsoft.com/info/nareturns.htm).
  - 2. Europe, Middle East and Africa.** If you acquired the software in Europe, the Middle East or Africa, Microsoft Ireland Operations Limited makes this limited warranty. To make a claim under this warranty, you should contact either
    - Microsoft Ireland Operations Limited, Customer Care Centre, Atrium Building Block B, Carmanhall Road, Sandyford Industrial Estate, Dublin 18, Ireland; or
    - the Microsoft affiliate serving your country (see [www.microsoft.com/worldwide](http://www.microsoft.com/worldwide)).
  - 3. Outside United States, Canada, Europe, Middle East and Africa.** If you acquired the software outside the United States, Canada, Europe, the Middle East and Africa, contact the Microsoft affiliate serving your country (see [www.microsoft.com/worldwide](http://www.microsoft.com/worldwide)).
- G. NO OTHER WARRANTIES.** The limited warranty is the only direct warranty from Microsoft. Microsoft gives no other express warranties, guarantees or conditions. Where allowed by your local laws, Microsoft excludes implied warranties of merchantability, fitness for a particular purpose and non-infringement. If your local laws give you any implied warranties, guarantees or conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your local laws.

**H. LIMITATION ON AND EXCLUSION OF DAMAGES FOR BREACH OF WARRANTY.** The Limitation on and Exclusion of Damages clause above applies to breaches of this limited warranty.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. You may also have other rights which vary from country to country.

Please note: As this software is distributed in Quebec, Canada, some of the clauses in this agreement are provided below in French.

**Remarque : Ce logiciel étant distribué au Québec, Canada, certaines des clauses dans ce contrat sont fournies ci-dessous en français.**

### **GARANTIE LIMITÉE**

- I. GARANTIE LIMITÉE.** Si vous suivez les instructions, le logiciel fonctionnera, pour l'essentiel, tel que décrit dans la documentation de Microsoft reçue avec ou dans le logiciel.
- J. DURÉE DE LA GARANTIE ; BÉNÉFICIAIRE DE LA GARANTIE ; DURÉE DE TOUTE GARANTIE IMPLICITE.** La garantie limitée couvre le logiciel pendant une durée d'un (1) an à compter de son acquisition par le premier utilisateur. Si vous recevez des suppléments, des mises à jour ou un logiciel de remplacement au cours de cette année, ils seront couverts soit pendant la durée de la garantie restant à courir, soit pendant 30 jours, la période la plus longue étant applicable. Si le premier utilisateur transfère le logiciel, la durée de la garantie restant à courir s'applique au destinataire.

Dans toute la mesure permise par la réglementation applicable, toute garantie implicite sera applicable uniquement pendant la durée de la garantie limitée. Certains états n'autorisent pas les limitations portant sur la durée d'une garantie implicite, de sorte que les limitations ci-dessus peuvent ne pas vous être applicables. Elles peuvent également ne pas vous être applicables, car certains pays n'autorisent pas les limitations portant sur la durée d'une garantie implicite.

- K. EXCLUSIONS DE LA GARANTIE.** Cette garantie ne couvre pas le Customized SDK, le Runtime Assessment Tool et le Distribuible Code qui sont mis à votre disposition En L'état. Cette garantie ne couvre pas non plus les problèmes engendrés par vos propres actes (ou inexécutions), les actes d'autrui ou tout autre événement échappant au contrôle raisonnable de Microsoft.
- L. RECOURS EN CAS DE VIOLATION DE GARANTIE.** Microsoft s'engage à réparer ou à remplacer le logiciel gratuitement. Si Microsoft ne peut pas le réparer ni le remplacer, elle remboursera le montant que vous avez payé pour le logiciel figurant sur le reçu. Microsoft s'engage également à réparer ou à remplacer les suppléments, les mises à jour et le logiciel de remplacement gratuitement. Si Microsoft ne peut pas les réparer ni les remplacer, elle remboursera le montant que vous avez payé pour ces éléments, le cas échéant. Pour obtenir un remboursement, vous devez désinstaller le logiciel et renvoyer tout support et autre document associé à Microsoft accompagnés d'un justificatif d'achat. Ces recours sont les seuls dont vous disposez en cas de violation de garantie limitée.
- M. DROITS DES CONSOMMATEURS NON AFFECTÉS.** Vous pouvez bénéficier de droits supplémentaires relatifs aux consommateurs en vertu du droit de votre pays, que ce contrat ne peut modifier.
- N. PROCÉDURES RELATIVES AUX RÉCLAMATIONS ENTRANT DANS LE CADRE DE LA GARANTIE.** Vous devrez fournir un justificatif d'achat pour bénéficier de tout service entrant dans le cadre de la garantie.
- 1. États-Unis et Canada.** Pour obtenir tout service ou information entrant dans le cadre de la garantie concernant les modalités de remboursement d'un logiciel acquis aux États-Unis et au Canada, veuillez :
- contacter Microsoft au numéro suivant : (800) MICROSOFT,
  - contacter Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399, U.S.A. ou
  - vous rendre sur le site <http://www.microsoft.com/info/nareturns.htm>.
- 2. Europe, Moyen-Orient et Afrique.** Si vous avez acquis le logiciel en Europe, au Moyen-Orient ou en Afrique, Microsoft Ireland Operations Limited offre cette garantie limitée. En cas de réclamation au titre de cette garantie, veuillez contacter :
- Microsoft Ireland Operations Limited, Customer Care Centre, Atrium Building Block B, Carmanhall Road, Sandyford Industrial Estate, Dublin 18, Irlande ou

- l'affilié Microsoft qui dessert votre pays (visitez le site [www.microsoft.com/worldwide](http://www.microsoft.com/worldwide)). En France, appelez le 0 825 827 829 (0,15 € / min) ou consultez le site [www.microsoft.com/france/](http://www.microsoft.com/france/).

**3. En dehors des États-Unis, du Canada, de l'Europe, du Moyen-Orient et de l'Afrique.** Si vous avez acquis le logiciel en dehors des États-Unis, du Canada, de l'Europe, du Moyen-Orient et de l'Afrique, veuillez contacter l'affilié Microsoft qui dessert votre pays (visitez le site [www.microsoft.com/worldwide](http://www.microsoft.com/worldwide)).

**O. AUCUNE AUTRE GARANTIE.** La garantie limitée est la seule garantie directe fournie par Microsoft. Microsoft n'accorde aucune autre garantie expresse. Dans la mesure autorisée par le droit de votre pays, Microsoft exclut les garanties implicites de qualité, d'adéquation à un usage particulier et d'absence de contrefaçon. Si les lois de votre pays vous accordent des garanties implicites, nonobstant la présente exclusion, les recours dont vous disposez sont ceux exposés dans l'article ci-dessus relatif aux recours en cas de violation de garantie, dans la limite autorisée par le droit de votre pays.

**P. LIMITATION ET EXCLUSION DE RESPONSABILITÉ EN CAS DE VIOLATION DE GARANTIE.** L'article ci-dessus relatif à la limitation et l'exclusion de responsabilité en cas de dommages s'applique en cas de violation de la présente garantie limitée.

La présente garantie vous confère des droits légaux spécifiques et vous pouvez également bénéficier d'autres droits qui varient d'un État à l'autre ou d'un pays à l'autre.

**Q. LIMITATION ET EXCLUSION DE RESPONSABILITÉ EN CAS DE DOMMAGES.** Vous pouvez obtenir de Microsoft et de ses fournisseurs une indemnisation en cas de dommages directs uniquement dans la limite du montant que vous avez payé pour le logiciel. Vous ne pouvez prétendre à aucune indemnisation pour les autres dommages, y compris les dommages spéciaux, indirects, incidents ou accessoires et les pertes de bénéfices.

Cette limitation concerne :

- toute affaire liée au logiciel, aux services ou au contenu (y compris tout code) figurant sur des sites Internet tiers ou dans des programmes tiers ; et
- les réclamations pour rupture de contrat ou violation de garantie, les réclamations en cas de responsabilité sans faute, de négligence ou autre délit dans la limite autorisée par la loi en vigueur.

Elle s'applique également, même si :

- la réparation, le remplacement ou le remboursement du logiciel ne compense pas intégralement tout préjudice subi ; ou
- Microsoft avait ou aurait dû avoir connaissance de l'éventualité de tels dommages.

Certains États n'autorisent pas l'exclusion de garanties ou la limitation de responsabilité pour les dommages indirects ou accessoires, de sorte que la limitation ou l'exclusion ci-dessus peut ne pas vous être applicable. Elles peuvent également ne pas vous être applicables si votre pays n'autorise pas l'exclusion de garanties ou la limitation de responsabilité pour les dommages indirects, accessoires ou autres types de dommages.

**EFFET JURIDIQUE.** Le présent contrat décrit certains droits légaux. Vous pouvez bénéficier d'autres droits prévus par les lois de votre État ou pays. Vous pouvez également bénéficier de certains droits à l'égard de la partie auprès de laquelle vous avez acquis le logiciel. Le présent contrat ne modifie pas les droits que vous confèrent les lois de votre État ou pays si celles-ci ne le permettent pas.