

IMPORTANT— READ CAREFULLY BEFORE OPENING SOFTWARE PACKET(S). The following License Agreement applies to you. By opening the sealed packet(s) containing the software, you indicate your acceptance of the following Microsoft License Agreement.

Microsoft License Agreement

Microsoft Modular Windows
(Single-User Products)

This is a legal agreement between you the end user and Microsoft Corporation. By opening the sealed software packet(s) you are agreeing to be bound by the terms of this agreement. If you do not agree to the terms of this agreement, promptly return the unopened software packet(s) and the accompanying items (including written materials and binders or other containers) to the place you obtained them for a full refund.

MICROSOFT SOFTWARE LICENSE

- 1. GRANT OF LICENSE.** This License Agreement permits you to use one copy of the enclosed Microsoft software program (the "SOFTWARE") on a single computer. The SOFTWARE is in "use" on a computer when it is loaded into temporary memory (i.e., RAM) or installed into permanent memory (e.g., hard disk, CD-ROM, or other storage device) of that computer. However, installation on a network server for the sole purpose of internal distribution shall not constitute "use" for which a separate license is required, provided you have a separate license for each computer to which the SOFTWARE is distributed.
- 2. COPYRIGHT.** The SOFTWARE is owned by Microsoft or its suppliers and is protected by United States copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE like any other copyrighted material (e.g., a book or musical recording) except that you may either (a) make one copy of the SOFTWARE solely for backup or archival purposes, or (b) transfer the SOFTWARE to a single hard disk provided you keep the original solely for backup or archival purposes. You may not copy the written materials accompanying the SOFTWARE.
- 3. MULTIMEDIA CONTENT LICENSE.** Microsoft grants to you a royalty-free license to use, copy, reproduce, and distribute the sample multimedia files of the SOFTWARE, consisting of the audio and/or video files identified in the SOFTWARE or accompanying written materials as samples (the "Samples") which you may freely use, subject only to these restrictions: (i) you may not use the Samples in any broadcast; and (ii) you may not resell or redistribute the Samples for value in the form of, or as part of, a library or clip software product consisting predominantly of audio and/or video materials.
- 4. OTHER RESTRICTIONS.** You may not rent or lease the SOFTWARE, but you may transfer the SOFTWARE and accompanying written materials on a permanent basis provided you retain no copies and the recipient agrees to the terms of this Agreement. You may not reverse engineer, decompile, or disassemble the SOFTWARE. If the SOFTWARE is an update or has been updated, any transfer must include the most recent update and all prior versions.
- 5. RUN-TIME MODULES.** Microsoft grants you a royalty-free right to reproduce and distribute the run-time modules of the SOFTWARE, provided that you: (a) distribute the run-time modules only in conjunction with and as a part of your software product; (b) do not use Microsoft's name, logo, or trademarks to market your software product; (c) include a valid copyright notice on your software product; and (d) agree to indemnify, hold harmless, and defend Microsoft and its suppliers from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of your software product. The "run-time modules" are those files in the SOFTWARE that are identified in the accompanying written materials as required during execution of your software program. If required in the SOFTWARE documentation, you agree to display the designated patent notices on the packaging and in the README file of your software product.

LIMITED WARRANTY

LIMITED WARRANTY. Microsoft warrants that (a) the SOFTWARE will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt; and (b) any hardware accompanying the SOFTWARE will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of receipt. Any implied warranties on the SOFTWARE and hardware are limited to ninety (90) days and one (1) year, respectively. Some states/jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you.

CUSTOMER REMEDIES. Microsoft's and its suppliers' entire liability and your exclusive remedy shall be, at Microsoft's option, either (a) return of the price paid or (b) repair or replacement of the SOFTWARE or hardware that does not meet Microsoft's Limited Warranty and which is returned to Microsoft with a copy of your receipt. This Limited Warranty is void if failure of the SOFTWARE or hardware has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE or hardware will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. **Outside the United States of America, neither these remedies nor any product support services offered by Microsoft are available without proof of purchase from an authorized non-U.S. source.**

NO OTHER WARRANTIES. To the maximum extent permitted by law, Microsoft and its suppliers disclaim all other warranties, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with regard to the SOFTWARE, the accompanying written materials, and any accompanying hardware. This limited warranty gives you specific legal rights. You may have others which vary from state/jurisdiction to state/jurisdiction.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. To the maximum extent permitted by law, in no event shall Microsoft or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use this Microsoft product, even if Microsoft has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

U.S. GOVERNMENT RESTRICTED RIGHTS

The SOFTWARE and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software—Restricted Rights 48 CFR 52.227-19, as applicable. Manufacturer is Microsoft Corporation/One Microsoft Way/Redmond, WA 98052-6399.

If you acquired this product in the United States, this Agreement is governed by the laws of the State of Washington.

Should you have any questions concerning this Agreement, or if you desire to contact Microsoft for any reason, please write: Microsoft Customer Sales and Service/One Microsoft Way/Redmond, WA 98052-6399.

LE922400.009