

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT DEVELOPER NETWORK (MSDN) SUBSCRIPTION

OPERATING SYSTEMS, PROFESSIONAL, AND PREMIUM EDITIONS

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

- updates,
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply.

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE. INSTEAD, RETURN IT TO THE RETAILER FOR A REFUND OR CREDIT. If you cannot obtain a refund there, contact Microsoft or the Microsoft affiliate serving your country for information about Microsoft's refund policies. See www.microsoft.com/worldwide. In the United States and Canada, call (800) MICROSOFT or see www.microsoft.com/info/nareturns.htm.

AS DESCRIBED BELOW, USING SOME FEATURES ALSO OPERATES AS YOUR CONSENT TO THE TRANSMISSION OF CERTAIN STANDARD COMPUTER INFORMATION FOR INTERNET-BASED SERVICES.

NOTICE: APPLICATIONS AND SERVICES BUILT WITH MICROSOFT VISUAL J# 2005 WILL RUN ONLY IN THE MICROSOFT .NET FRAMEWORK. VISUAL J# 2005 HAS BEEN INDEPENDENTLY DEVELOPED BY MICROSOFT. IT IS NOT ENDORSED OR APPROVED BY SUN MICROSYSTEMS, INC.

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 copies of the software to design, develop, test and demonstrate your programs. Testing does not include staging on a server in a production environment, such as loading content prior to production use.
- b. **Included Microsoft Programs.** 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.
- c. **Pre-release Code.** The software contains pre-release code. The license terms with the pre-release code apply to your use of it.
- d. **Third Party Programs.** The software contains third party programs. The license terms with those programs apply to your use of them.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- a. **User Testing.** Your end users may access the software to perform acceptance tests on your programs.
- b. **Windows Server 2003 Terminal Services.** Up to 200 anonymous users at a time may use the Terminal Services feature of the Windows Server software to access Internet demonstrations of your programs. Your demonstration must not use production data.
- c. **Premium Edition.**
 - i. **Desktop Applications.** For each license you acquire, the licensed user may also install and use one copy of Microsoft Office Professional on one device for any purpose. The user may also install and use one copy of InfoPath, OneNote, Visio Standard, Project Standard, and FrontPage on one device for general purposes related to the design, development, testing and demonstration of your programs. The Desktop Applications section of these product use rights applies to the licensed user's use of this software.
 - ii. **Application Center 2000.** You may use Application Center 2000 software only to (i) test whether your programs can be deployed with Application Center 2000; and (ii) build integration points (such as monitors) and determine any effects of use. You may not do any other type of testing.
 - iii. **FrontPage Web Components.** The software includes web components for MSNBC news headlines, MSN MoneyCentral Stock Quote and MSN Search. You may only use these web components on web sites you create. You may not change the web components, except as the software allows. You may not separately use

trademarks or logos shown on the web components. You may not disable or redirect the links in the web components. You may not use the web components to imply any relationship with Microsoft or MSNBC; disparage Microsoft or MSNBC or their products, software, or services; or violate any law.

iv. Systems Management Server (SMS) 2.0.

- SMS Installer. You may use the SMS Installer only on devices managed by SMS.
- SMS Distributable Code. You must require your end users to only use the Distributable Code listed in the REDIST.TXT file on devices managed by SMS.
- SMS Sample Code. Code marked as "Sample Code" in the SAMPLES.TXT file is not Distributable Code. You may only use, copy and modify that sample code to design, develop and test your programs.

v. Software Development Kits. The software includes components identified as software development kits (SDKs). If other terms come with an SDK, those terms apply to your use of it.

vi. Access Runtime Files Distributable Code. You may copy and distribute the object code form of SETUP.EXE, ACCESSRT.MSI, and ACCESSRT.CAB files from a licensed copy of Microsoft Office Access 2003 or a licensed copy of Microsoft Office that includes Microsoft Office Access 2003 software. In addition, you and your end users may only use these files to provide database features for your non-database management programs.

d. Distributable Code. The software contains code that you are permitted to distribute in programs you develop if you comply with the terms below.

i. Right to Use and Distribute. The code and text files listed below are "Distributable Code."

- REDIST.TXT Files. You may copy and distribute the object code form of code listed in REDIST.TXT files.
- Sample Code. You may modify, copy, and distribute the source and object code form of code marked as "sample."
- OTHER-DIST.TXT Files. You may copy and distribute the object code form of code listed in OTHER-DIST.TXT files.
- Microsoft Merge Modules. You may copy and distribute the unmodified output of Microsoft Merge Modules.

- 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 programs, and copy and distribute the object code form of your modified files under a new name.
- MDAC. You may copy and distribute the object code form of the MDAC_TYP.EXE file.
- Image Library. You may copy and distribute images and animations in the Image Library as described in the software documentation. You may also modify that content. If you modify the content, it must be for use that is consistent with the permitted use of the unmodified content.
- Third Party Distribution. You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.
- Additional license terms for MSDN Premium Edition.
 - MSDE 2000. Distributable Code includes Microsoft SQL Server 2000 Desktop Engine (MSDE 2000). You may copy and distribute the object code form of MSDE 2000.

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

- add significant primary functionality to it in your programs;
- 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 programs; and
- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.

iii. Distribution Restrictions. You may not

- alter any copyright, trademark or patent notice in the Distributable Code;
- use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;
- distribute Distributable Code, other than code listed in OTHER-DIST.TXT files, to run on a platform other than the Windows platform;

- include Distributable Code in malicious, deceptive or unlawful programs; or
- 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.

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

4. **PRODUCT KEYS.** The software requires a key to install or access it. You are responsible for the use of keys assigned to you. You should not share the keys with third parties.
5. **MANDATORY ACTIVATION. TO PREVENT ITS UNLICENSED USE, YOU WILL NOT BE ABLE TO USE THE SOFTWARE IF YOU DO NOT ACTIVATE IT AS DESCRIBED DURING INSTALLATION.** You can activate the software by Internet or telephone; Internet and telephone service charges may apply. Some changes to your computer components or the software may require you to reactivate the software. **THE SOFTWARE WILL REMIND YOU TO ACTIVATE UNTIL YOU DO.**
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 device where you installed the software. Your device 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 device. 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.
- Auto Root Update. The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off the Auto Root Update feature.
- 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 **www.microsoft.com/windows/windowsmedia/mp10/privacy.aspx**.

- **Windows Rights Management Services.** The software contains a feature that allows you to create content that cannot be printed, copied or sent to others without your permission. You must connect to Microsoft to use this feature for the first time. Once a year, you must re-connect to Microsoft to update it. For more information, go to **www.microsoft.com/WINDOWS/RM/PRIVACY**. You may choose not to use this feature.

b. 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. DATA STORAGE TECHNOLOGY.** The 32-bit version of Windows server software includes data storage technology called Microsoft SQL Server Desktop Engine for Windows. Components of the server software use this technology to store data. You may not otherwise use or access this technology under this agreement.
- 8. FEEDBACK.** If you give feedback about the software to Microsoft, you give to Microsoft, without charge, the right to use, share and commercialize your feedback in any way and for any purpose. You also give to third parties, without charge, any patent rights needed for their products, technologies and services to use or interface with any specific parts of a Microsoft software or service that includes the feedback. You will not give feedback that is subject to a license that requires Microsoft to license its software or documentation to third parties because we include your feedback in them. These rights survive this agreement.
- 9. MICROSOFT WINDOWS SOFTWARE.** The software contains the Microsoft .NET Framework and Microsoft Data Access Component software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework and Microsoft Data Access Component software.
- 10. BENCHMARK TESTING.**
- a. Server Software.** You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of server software or additional software that comes with it. This does not apply to the .NET Framework (see below) or to the following products: Class Server, Live Communications Server, MBS CRM 1.2, Microsoft Operations Manager, SharePoint Portal Server, System Center Data Protection Manager, Systems Management Server, Virtual Server, Windows Server, Microsoft Services for Netware, Windows Services for UNIX, Windows Small Business Server.
- b. Microsoft .NET Framework Benchmark Testing.** The software includes the .NET Framework component of the Windows operating systems ("NET Component"). You may conduct internal benchmark

testing of the .NET Component. You may disclose the results of any benchmark test of the .NET Component, provided that you comply with the following terms: (1) you must disclose all the information necessary for replication of the tests, including complete and accurate details of your benchmark testing methodology, the test scripts/cases, tuning parameters applied, hardware and software platforms tested, the name and version number of any third party testing tool used to conduct the testing, and complete source code for the benchmark suite/harness that is developed by or for you and used to test both the .NET Component and the competing implementation(s); (2) you must disclose the date (s) that you conducted the benchmark tests, along with specific version information for all Microsoft software products tested, including the .NET Component; (3) your benchmark testing was performed using all performance tuning and best practice guidance set forth in the product documentation and/or on Microsoft's support web sites, and uses the latest updates, patches and fixes available for the .NET Component and the relevant Microsoft operating system; (4) it shall be sufficient if you make the disclosures provided for above at a publicly available location such as a website, so long as every public disclosure of the results of your benchmark test expressly identifies the public site containing all required disclosures; and (5) nothing in this provision shall be deemed to waive any other right that you may have to conduct benchmark testing. The foregoing obligations shall not apply to your disclosure of the results of any customized benchmark test of the .NET Component, whereby such disclosure is made under confidentiality in conjunction with a bid request by a prospective customer, such customer's application(s) are specifically tested and the results are only disclosed to such specific customer. 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 .NET Component, provided it complies with the same conditions above.

11. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. For more information, see **www.microsoft.com/licensing/userights**. You may not

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;

- publish the software for others to copy;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

- 12. BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.
- 13. DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
- 14. NOT FOR RESALE SOFTWARE.** You may not sell software marked as "NFR" or "Not for Resale."
- 15. 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 or contact the Microsoft affiliate serving your country.
- 16. DOWNGRADE.** You may install and use this version and an earlier version of the software at the same time. This agreement applies to your use of the earlier version. If the earlier version includes different components, any terms for those components in the agreement that comes with the earlier version apply to your use of them. Microsoft is not obligated to supply earlier versions to you.
- 17. TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it, and this agreement, directly to a third party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The first user must uninstall the software before transferring it separately from the device. The first user may not retain any copies.
- 18. 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.

- 19. 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**.
- 20. SUPPORT SERVICES.** Microsoft provides support services for the software as described at **www.support.microsoft.com/common/international.aspx**.
- 21. 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.
- 22. APPLICABLE LAW.**
- 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.
 - Outside the United States.** If you acquired the software in any other country, the laws of that country apply.
- 23. 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.
- 24. 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.

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 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**.

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**).

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**).

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

A. GARANTIE LIMITÉE. Si vous suivez les instructions, le logiciel fonctionnera dans son ensemble comme il est décrit dans la documentation de Microsoft reçue avec ou dans le logiciel.

B. DURÉE DE LA GARANTIE ; BÉNÉFICIAIRE DE LA GARANTIE ; DURÉE DE TOUTE GARANTIE IMPLICITE. La garantie limitée couvre le logiciel pendant un an après son acquisition par le premier utilisateur. Si vous recevez des compléments, des mises à jour ou un logiciel de remplacement au cours de cette année, ils seront couverts par la garantie pendant la durée restante ou pendant 30 jours, la période la plus longue étant retenue. Si le premier utilisateur transfère le logiciel, la durée restante de la garantie s'applique au destinataire.

Dans la limite autorisée par la loi en vigueur, toute garantie ou condition implicite dont vous bénéficiez prendra fin au terme 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 ou condition implicite.

- C. EXCLUSIONS DE LA GARANTIE.** Cette garantie ne couvre pas les problèmes engendrés par vos propres actes (ou absences d'actes), ceux de tiers ou tout autre événement indépendant de la volonté de Microsoft.
- D. RECOURS DANS LE CADRE DE LA VIOLATION DE GARANTIE.** Nous nous engageons à réparer ou à remplacer le logiciel gratuitement. Si nous ne pouvons pas le réparer ni le remplacer, nous rembourserons le montant que vous avez payé pour le logiciel figurant sur le reçu. Nous nous engageons à réparer ou à remplacer les compléments, les mises à jour et le logiciel de remplacement gratuitement. Si nous ne pouvons pas les réparer ni les remplacer, nous rembourserons le montant que vous avez payé pour ces composants, le cas échéant. Vous devez désinstaller le logiciel et le renvoyer à Microsoft avec une preuve d'achat pour vous faire rembourser. Ces recours sont les seuls dont vous disposez dans le cadre de la violation de garantie limitée.
- E. DROITS DES CONSOMMATEURS NON AFFECTÉS.** Vous pouvez bénéficier de droits des consommateurs supplémentaires dans le cadre du droit local, que ce contrat ne peut modifier.
- F. PROCÉDURES RELATIVES AUX RÉCLAMATIONS DANS LE CADRE DE LA GARANTIE.** Vous devrez fournir une preuve d'achat pour obtenir de l'aide en matière de garantie.
1. États-Unis et Canada. Pour obtenir de l'aide en matière de garantie ou des informations sur la procédure à suivre pour vous faire rembourser un logiciel acquis aux États-Unis et au Canada, mettez-vous en rapport avec Microsoft
 - (800) MICROSOFT ;

- Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399 ; ou
 - en visitant **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. Pour faire une réclamation au titre de cette garantie, vous devez vous mettre en rapport avec
- Microsoft Ireland Operations Limited, Customer Care Centre, Atrium Building Block B, Carmanhall Road, Sandyford Industrial Estate, Dublin 18, Irlande ; ou
 - votre filiale nationale de Microsoft (visitez le site **www.microsoft.com/worldwide**).
- 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, mettez-vous en rapport avec votre filiale nationale de Microsoft (visitez le site www.microsoft.com/worldwide).

G. AUCUNE AUTRE GARANTIE. La garantie limitée est la seule garantie directe de Microsoft. Nous n'accordons aucune autre garantie ou condition expresse. Dans toute la mesure permise par le droit local, les garanties implicites de qualité marchande, d'adéquation à un usage particulier et d'absence de contrefaçon sont exclues. Si le droit local vous accorde des garanties ou conditions implicites, nonobstant la présente exclusion, les recours dont vous disposez sont ceux présentés dans la clause de recours dans le cadre de la violation de garantie ci-dessus, dans la limite autorisée par le droit local.

H. LIMITATION DES DOMMAGES-INTÉRÊTS ET EXCLUSION DE RESPONSABILITÉ DANS LE CADRE DE LA VIOLATION DE GARANTIE. La clause de limitation des dommages-intérêts et exclusion de responsabilité ci-dessous s'applique aux violations de cette 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. Vous pouvez également bénéficier d'autres droits qui varient d'un pays à l'autre.

LIMITATION DES DOMMAGES-INTÉRÊTS ET EXCLUSION DE RESPONSABILITÉ POUR LES DOMMAGES. Vous pouvez obtenir de Microsoft et de ses fournisseurs une indemnisation en cas de dommages directs uniquement à hauteur 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 ou accessoires et pertes de bénéfices.

Cette limitation concerne

- toute affaire liée au logiciel, aux services ou au contenu (y compris le code) figurant sur des sites Internet tiers ou dans des programmes tiers ; et
- les réclamations au titre de violation de contrat ou de garantie ou condition, ou au titre de responsabilité stricte, de négligence ou d'une autre faute 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 toute perte subie ; ou
- Microsoft connaissait l'éventualité d'un tel dommage.

Certains États n'autorisent pas l'exclusion 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, car votre pays n'autorise pas l'exclusion ou la limitation de responsabilité pour les dommages indirects, accessoires ou de quelque nature que ce soit.

EFFET JURIDIQUE. Le présent contrat décrit certains droits juridiques. Vous pourriez avoir d'autres droits prévus par les lois de votre État ou pays. Vous pourriez également avoir des droits à l'égard de la partie de qui vous avez acquis de 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.