

# END-USER LICENSE AGREEMENT FOR MICROSOFT SOFTWARE

MICROSOFT VISUAL BASIC/VISUAL C++ 6.0 ENTERPRISE EDITIONS

**IMPORTANT—READ CAREFULLY:** This Microsoft End-User License Agreement (“EULA”) is a legal agreement between you (either an individual or a single entity) and Microsoft Corporation for the Microsoft software product(s) accompanying this EULA, which include(s) computer software and may include “online” or electronic documentation, associated media, and printed materials (“SOFTWARE PRODUCT”). By installing, copying, or otherwise using the SOFTWARE PRODUCT or any UPDATES (as defined below), you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, copy, or otherwise use the SOFTWARE PRODUCT; you may, however, return it to your place of purchase for a full refund. In addition, by installing, copying, or otherwise using any updates or other components of the SOFTWARE PRODUCT that you receive separately as part of the SOFTWARE PRODUCT (“UPDATES”), you agree to be bound by any additional license terms that accompany such UPDATES. If you do not agree to the additional license terms that accompany such UPDATES, you may not install, copy, or otherwise use such UPDATES.

## SOFTWARE PRODUCT LICENSE

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold. NOTE: The terms of a printed, paper EULA which may accompany the SOFTWARE PRODUCT supersede the terms of any on-screen EULA found within the SOFTWARE PRODUCT.

### 1. LICENSE TO USE SOFTWARE PRODUCT.

- 1.1 **General License Grant.** Microsoft grants to you as an individual, a personal, nonexclusive license to make and use copies of the SOFTWARE PRODUCT or any prior version for the same operating system, for the purposes of designing, developing, and testing your software product(s). If you are an individual, Microsoft grants to you as an individual a personal, nonexclusive license to make and use copies of the SOFTWARE PRODUCT in accordance with the terms of this EULA, provided that you are the only individual using the SOFTWARE PRODUCT. If you are an entity, Microsoft grants to you a personal, nonexclusive license to make and use copies of the SOFTWARE PRODUCT in accordance with the terms of this EULA, provided that you designate one individual in your organization who will be the only individual using the SOFTWARE PRODUCT.
- 1.2 **Documentation.** This EULA grants you, as an individual, a personal, nonexclusive license to make and use an unlimited number of copies of any documentation, provided that such copies shall be used only for personal purposes and are not to be republished or distributed (either in hard copy or electronic form) beyond the user's premises and with the following exception: you may use documentation identified in the MSDN Library portion of the SOFTWARE PRODUCT as the file format specification for Microsoft Word, Microsoft Excel, Microsoft Access, and/or Microsoft PowerPoint (“File Format Documentation”) solely in connection with your development of software product(s) that operate in conjunction with Windows or Windows NT that are not general purpose word processing, spreadsheet, or database management software products or an integrated work or product suite whose components include one or more general purpose word processing, spreadsheet, or database management software products. Note: A product that includes limited word processing, spreadsheet, or database components along with other components that provide significant and primary value, such as an accounting product with limited spreadsheet capability, is not considered to be a “general purpose” product.
- 1.3 **Storage/Network Use.** You may also store or install a copy of the SOFTWARE PRODUCT on a storage device, such as a network server, used only to install or run the SOFTWARE PRODUCT on computers used by a licensed end user in accordance with Section 1.1. A single license for the SOFTWARE PRODUCT may not be shared or used concurrently by other end users.

(Continued)

- 1.4 *Visual Studio—Effect of EULA.* This Section 1.4 also applies if the SOFTWARE PRODUCT is Microsoft Visual Studio, a suite of development tools and other software programs (each such tool or software program, a “Component”). Components that you receive as part of the SOFTWARE PRODUCT may include a separate end-user license agreement (each, a “Component EULA”). Except as provided in Section 7, in the event of inconsistencies between this EULA and any Component EULA, the terms of this EULA shall control.
- 1.5 *Microsoft Internet Explorer.* You may make and use copies of the Microsoft Internet Explorer for use on all computers for which you have a validly licensed copy of Microsoft operating system products.
2. **MICROSOFT BACKOFFICE SERVER DEVELOPER EDITION COMPONENTS.** The SOFTWARE PRODUCT may include certain components of Microsoft BackOffice Server (collectively, the “BackOffice Components”).
  - 2.1 *Installation and Grant of License.* The BackOffice Components consist of software programs that provide services on a computer called a server (“Server Software; the computer running the Server Software shall be referred to as the “Server”) and software programs that allow a computer, workstation terminal, handheld PC, pager, telephone, “smart phone,” or other electronic device (each of the foregoing, a “Device”) to access or utilize the services or functionality provided by the Server Software (“Client Software”).
    - 2.1.1 **Server Software.** Solely for purposes of designing, developing and testing your software product(s): (i) you may make, use, and install the Server Software on a single Server; (ii) all components of the Server Software may only be installed and used on one and the same Server; and (iii) a maximum of 10 simultaneous connections may be made to access the services of the Server. (Note: See exception to this limitation for Microsoft SQL Server described below in Section 2.2.2).

The media on which the Server Software resides may contain several versions of the Server Software, each of which is compatible with a different microprocessor architecture (such as the x86 architecture or various RISC architectures). These multiple-architecture versions may be installed and used on different Servers solely for use by a licensed end user (as described in Section 1.1 above). The Server Software may not be used as the software on the server that supports your development of software product(s) (e.g., as a repository for source code). You may not disclose the results of any benchmark test of either the Server Software or Client Software to any third party without Microsoft’s prior written approval.
    - 2.1.2 **Client Software.** You may make, use, and install the Client Software on an unlimited number of Devices solely for use in accordance with Section 1 above.
  - 2.2 **ADDITIONAL RIGHTS AND RESTRICTIONS.**
    - 2.2.1 *Microsoft SNA Server.* The 3270 and 5250 terminal emulation applets and the ODBC/DRDA driver provided with SNA Server are licensed for use only by one user per licensed SNA Server.
    - 2.2.2 *Microsoft SQL Server.* Notwithstanding Section 1.1, solely with respect to the Microsoft SQL Server portion of the BackOffice Components, the following additional rights apply: (a) a maximum of five users may access and use the Server Software for the sole purposes of designing, developing, and testing your software product(s) that are designed to operate in conjunction with Microsoft SQL Server; and (b) an unlimited number of simultaneous connections may be made to access the services of the Microsoft SQL Server Server Software.
3. **REDISTRIBUTABLE CODE—ADDITIONAL LICENSE RIGHTS.** In addition to the rights granted in Section 1, certain portions of the SOFTWARE PRODUCT, as described in this Section 3, are provided to you with additional license rights **provided that you comply with the terms of Section 4.1.**
  - 3.1 *Sample Code.* Microsoft grants you the right to use and modify the source code version of those portions of the SOFTWARE PRODUCT identified as “Samples” in REDIST.TXT or elsewhere in the SOFTWARE PRODUCT (“Sample Code”) for the sole purposes of designing, developing, and testing your software product(s), and to reproduce and distribute the Sample Code, along with any modifications thereof, only in object code form.
  - 3.2 *Redistributable Code—Standard.* Microsoft grants you a nonexclusive, royalty-free right to reproduce and distribute the object code form of any portion of the SOFTWARE PRODUCT listed in REDIST.TXT (“Redistributable Code”). NOTE: Certain Redistributable Code may be subject to the restrictions in Section 4.1.3 if it is also identified as “Limited Use Redistributable Code.”
  - 3.3 *Redistributable Code—Limited Use.* Provided that you ALSO comply with the terms of Section 4.1.3, Microsoft grants you a nonexclusive, royalty-free right to reproduce and distribute the object code form of those portions of the SOFTWARE PRODUCT listed in REDIST.TXT as Limited Use Redistributable Code, and/or the Microsoft Data Engine technology (“MSDE”) (collectively, the “Limited Use Redistributable Code”).
  - 3.4 *Redistributable Code—Microsoft SQL Server—**Note Regarding the Use of Run-Time Software.*** Provided that you comply with the terms of Section 4.1.1, Microsoft grants you the nonexclusive, royalty-free right to reproduce and distribute those DB-Library, Net-Library, and ODBC files required for run-time execution of compiled applications (“SQL Run-Time Files”) in conjunction with and as a part of your application software product that is created using the Microsoft SQL Server Software (“SQL Application”), provided that if your SQL Application contains ODBC Run-Time Files: (a) your SQL Application must operate in conjunction with Microsoft SQL Server; and (b) you agree to distribute all ODBC components specified in the Readme file in conjunction with your SQL Application. **Note Regarding SQL Redistributable Code.** In the event that the SQL Server portion of the SOFTWARE PRODUCT contains a file identified as REDIST.TXT, Microsoft grants you the nonexclusive, royalty-free right to use, reproduce, and distribute the files listed in the REDIST.TXT file of the SQL Server software (the “SQL Redistributable Code”), provided that you also comply with the terms of Section 4.1.1 of this EULA.

- 3.5 *Redistributable Code—SNA Server Development Software.* Microsoft grants you the following nonexclusive, royalty-free right to install and use copies of the OLE DB Data Provider for VSAM and AS/400 (“OLE DB Provider”) and/or the COM Transaction Integrator for CICS and IMS (“COM Transaction Integrator”) on one or more computers located at your premises solely for the purpose of designing, developing, and testing your applications that work in conjunction with Microsoft SNA Server. Portions of the SNA Server portion of the SOFTWARE PRODUCT are also designated as “Redistributable Code.” The text file named REDIS.TXT in the SNA Server portion of the SOFTWARE PRODUCT contains a list of such files, as well as the distribution rights associated with the SNA Server Redistributable Code.
- 3.6 *Redistributable Code—Visual C++: Microsoft Foundation Classes (MFC), Template Libraries (ATL), and C runtimes (CRTs).* If this EULA accompanies Visual C++, then in addition to the rights granted in Section 1, Microsoft grants you the right to use and modify the source code version of those portions of the SOFTWARE PRODUCT that are identified as MFC, ATL, or CRTs (collectively, the “VC Redistributables”), for the sole purposes of designing, developing, and testing your software product(s). Provided you comply with Section 4.1 and you rename any files created by you that are included in the Licensed Product (defined below), Microsoft grants you a nonexclusive, royalty-free right to reproduce and distribute the object code version of the VC Redistributables, including any modifications you make. For purposes of this section, “modifications” shall mean enhancements to the functionality of the VC Redistributables.
4. DISTRIBUTION REQUIREMENTS; LICENSE RESTRICTIONS.
- 4.1 *General.* The SOFTWARE PRODUCT may contain up to three categories of redistributable code, any redistribution of which by you requires compliance with the following terms.
- 4.1.1 *Redistributable Code—Standard.* If you are authorized and choose to redistribute Sample Code, Redistributable Code, Limited Use Redistributable Code, Sample Applications, SQL Run-Time Files (collectively, the “Redistributables”) as described in Section 3, you agree to: (a) distribute the Redistributables in object code only in conjunction with and as a part of a software application product developed by you that adds significant and primary functionality to the Redistributables (“Licensed Product”); (b) the Redistributables only operate in conjunction with Microsoft Windows, Windows NT, or Windows CE; (c) not use Microsoft’s name, logo, or trademarks to market the Licensed Product; (d) include a valid copyright notice on the Licensed Product; (e) indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorney’s fees, that arise or result from the use or distribution of the Licensed Product; (f) include “Copyright <year> Microsoft Systems Journal” in all Microsoft Systems Journal (MSJ) code used within your program(s); (g) otherwise comply with the terms of this EULA; and (h) agree that Microsoft reserves all rights not expressly granted. You also agree not to permit further distribution of the Redistributables by your end users except: (1) you may permit further redistribution of the Redistributables by your distributors to your end-user customers if your distributors only distribute the Redistributables in conjunction with, and as part of, the Licensed Product and you and your distributors comply with all other terms of this EULA; and (2) in the manner described in Section 4.1.2.
- 4.1.2 *Redistributable Code—Extended Use: Visual Basic and Visual C++.* If this EULA accompanies any of the Microsoft products listed in the heading of this subsection, you may permit your end users to reproduce and distribute the object code form of certain portions of the SOFTWARE PRODUCT (as listed in REDIST.TXT as “Extended Use Redistributable Code”) only in conjunction with and part of a Licensed Product and/or Web page that adds significant and primary functionality to the Extended Use Redistributable Code. You are authorized to exercise the foregoing rights provided that:
- (a) you agree to comply with Section 4.1.1, and
- (b) your end user agrees to: (i) distribute the Extended Use Redistributable Code in object code only in conjunction with and as a part of a software application product developed by them that adds significant and primary functionality to the Extended Use Redistributable Code; (ii) not use Microsoft’s name, logo, or trademarks to market the End-User Application; (iii) include a valid copyright notice on the End-User Application; (iv) indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorney’s fees, that arise or result from the use or distribution of the End-User Application; and (v) not permit further distribution of the Extended Use Redistributable Code by the user of the End-User Application.
- 4.1.3 *Redistributable Code—Limited Use.* If you are authorized and choose to redistribute Limited Use Redistributable Code, in addition to the terms of Section 4.1.1, you must also comply with the following.
- 4.1.3.1 *“Jet” Files or MSDE.* If you redistribute the “Jet Files” (as identified in the SOFTWARE PRODUCT ) or MSDE (individually and collectively, the “MS DB Files”) you agree to comply with the following additional requirements: (a) your Licensed Product shall not substantially duplicate the capabilities of Microsoft Access or, in the reasonable opinion of Microsoft, compete with same; and (b) unless your Licensed Product requires your customers to license Microsoft Access in order to operate, you shall not reproduce or use any of the MS DB Files for commercial distribution in conjunction with a general purpose word processing, spreadsheet, or database management software product, or an integrated work or product suite whose components include a general purpose word processing, spreadsheet, or database management software product except for the exclusive use of importing data to the various formats supported by Microsoft Access. Note: A product that includes limited word processing, spreadsheet, or database components along with other components which provide significant and primary value, such as an accounting product with limited spreadsheet capability, is not considered to be a “general purpose” product.

(Continued)

4.1.3.2 Microsoft Data Access Components. If you redistribute the Microsoft Data Access Component file identified as MDAC\_TYP.EXE, you also agree to redistribute such file in object code only in conjunction with and as a part of a Licensed Product developed by you with a Microsoft development tool product that adds significant and primary functionality to MDAC\_TYP.EXE.

5. MICROSOFT WINDOWS NT OPTION PACK COMPONENTS. Notwithstanding anything to the contrary contained in this EULA, solely for those portions of the SOFTWARE PRODUCT identified as the Microsoft Windows NT Option Pack Components, the following provisions apply. Note that your use of the Microsoft Windows NT Option Pack Components is (a) subject to your prior acquisition of a validly licensed copy of certain Microsoft operating system or server products; and (b) all capitalized terms in this Section 5 refer to those terms as defined in the end-user license agreement for the Windows NT Option Pack Component referenced in the respective paragraphs of this Section (all such terms are noted in brackets):

5.1 IF YOU USE THE SOFTWARE COMPONENTS AS PART OF MICROSOFT WINDOWS NT SERVER 4.0, MICROSOFT WINDOWS NT SERVER 4.0 ENTERPRISE EDITION OR MICROSOFT BACKOFFICE 2.5, THE FOLLOWING TERMS APPLY TO YOU:

NOTE: IF YOU DO NOT HAVE A VALID LICENSE FOR MICROSOFT WINDOWS NT SERVER 4.0, MICROSOFT WINDOWS NT SERVER 4.0 ENTERPRISE EDITION, OR MICROSOFT BACKOFFICE 2.5, YOU ARE NOT AUTHORIZED TO INSTALL, COPY, OR OTHERWISE USE THE WINDOWS NT SOFTWARE COMPONENTS. FOR PURPOSES OF THIS SECTION 5.1, THE "WINDOWS NT SOFTWARE COMPONENTS" SHALL MEAN THE FOLLOWING SOFTWARE COMPONENTS: MICROSOFT MESSAGE QUEUE SERVER, MICROSOFT TRANSACTION SERVER, MICROSOFT INTERNET INFORMATION SERVER, AND THE INTERNET CONNECTION SERVICES FOR MICROSOFT REMOTE ACCESS SERVICE. EVEN IF YOU HAVE A RIGHT TO USE THE WINDOWS NT SOFTWARE COMPONENTS, YOU DO NOT HAVE ANY RIGHT TO INSTALL, COPY, OR OTHERWISE USE ANY OF THE OTHER WINDOWS NT OPTION PACK COMPONENTS, UNLESS OTHERWISE PROVIDED IN A DIFFERENT PARAGRAPH OF THIS SECTION.

5.1.1 General. The Windows NT Software Components contain server software and client software which are deemed part of the [Server Software] and [Client Software], respectively, of Microsoft Windows NT Server 4.0 (either as a standalone product or as a component of Microsoft BackOffice) or Microsoft Windows NT Server 4.0 Enterprise Edition, as applicable. If you have a valid license for Microsoft Windows NT Server 4.0, Microsoft Windows NT Server 4.0 Enterprise Edition or Microsoft BackOffice 2.5 (each referred to individually as a ["SOFTWARE PRODUCT"]), you are authorized to use the Windows NT Software Components under the terms and conditions of the EULA applicable to such product, except as set forth herein.

5.1.2 For Microsoft Windows NT Server—Client Access. In addition to the [Client Access] requirements currently set forth in the applicable EULA, you need a separate [Client Access License] for Windows NT Server in order to access or otherwise utilize the following Windows NT Server basic network/application services or [Server Software] components: Microsoft Message Queue Server (sending or receiving messages from Microsoft Message Queue Server), Microsoft Transaction Server (invoking component-based applications managed by Microsoft Transaction Server), and Remote Access Service (accessing the server from a remote location through a communications link). Note: Remote Access Service includes the use of Internet Connection Services, including Internet Authentication Services (validation or transference of a remote access request) or Connection Point Services (remotely configuring the Microsoft Connection Manager Client with new phone numbers or other data). Performance or Benchmark Testing. You may not disclose the results of any benchmark test of either the [Server Software] or [Client Software] for Microsoft Message Queue Server, Microsoft Transaction Server, or Microsoft Internet Information Server to any third party without Microsoft's prior written approval. Installation on a Single [Server]. The [Server Software] components that make up the applicable [SOFTWARE PRODUCT] may only be installed together for use on one [Server] and may not be separated, unless otherwise provided herein. Note on Microsoft Site Server Express. You may freely copy and distribute Microsoft Site Server Express for your use on any computer within your organization.

5.1.3 For Microsoft Internet Information Server—Use. Notwithstanding anything to the contrary contained in the applicable EULA, you do not need a separate [Client Access License] to access or otherwise utilize the services of Microsoft Internet Information Server, except to the extent that a [Server] or [Server Software] component which requires a [Client Access License] is accessed or utilized by Microsoft Internet Information Server.

5.1.4 Additional Rights and Restrictions. You also have the right to make additional copies of the Windows NT Software Components equal to the number of validly licensed copies of each [SOFTWARE PRODUCT] which you have, and you may use each copy in the manner specified above. If you do not have a valid license for Microsoft Windows NT Server 4.0, Microsoft Windows NT Server 4.0 Enterprise Edition or Microsoft BackOffice 2.5, you have no rights under the foregoing section.

5.2 IF YOU USE THE SOFTWARE COMPONENTS AS PART OF MICROSOFT WINDOWS NT WORKSTATION 4.0, THE FOLLOWING TERMS APPLY TO YOU:

NOTE: IF YOU DO NOT HAVE A VALID LICENSE FOR MICROSOFT WINDOWS NT WORKSTATION 4.0, YOU ARE NOT AUTHORIZED TO INSTALL, COPY, OR OTHERWISE USE THE WINDOWS NT WORKSTATION SOFTWARE COMPONENTS. FOR PURPOSES OF THIS SECTION 5.2, THE "WINDOWS NT WORKSTATION SOFTWARE COMPONENTS" SHALL MEAN THE FOLLOWING SOFTWARE COMPONENTS: MICROSOFT TRANSACTION SERVER AND MICROSOFT PERSONAL WEB SERVER. EVEN IF YOU HAVE A RIGHT TO USE THE WINDOWS NT WORKSTATION SOFTWARE COMPONENTS, YOU DO NOT HAVE ANY RIGHT TO INSTALL, COPY, OR USE ANY OF THE OTHER SOFTWARE COMPONENTS, UNLESS OTHERWISE PROVIDED IN A DIFFERENT PARAGRAPH OF THIS SECTION.

- 5.2.1 *General.* The Windows NT Workstation Software Components are deemed part of Microsoft Windows NT Workstation 4.0 (the ["SOFTWARE PRODUCT"]), and are therefore subject to the terms and conditions of its EULA, except as otherwise provided herein. *Use Limitation.* At any point in time, only a maximum of two (2) computers [instead of ten (10)] are permitted to use the services of the Microsoft Transaction Server component. The two (2) computer maximum includes any indirect uses made through software or hardware which pools or aggregates uses. *Performance or Benchmark Testing.* You may not disclose the results of any benchmark test of either of the Windows NT Workstation Software Components to any third party without Microsoft's prior written approval.
- 5.2.2 *Additional Rights and Restrictions.* You also have the right to make additional copies of the Windows NT Workstation Software Components equal to the number of validly licensed copies of Microsoft Windows NT Workstation 4.0 which you have, and you may use each copy in the manner specified above. If you do not have a valid license for Microsoft Windows NT Workstation 4.0, you have no rights under the foregoing section.
- 5.3 IF YOU USE THE SOFTWARE COMPONENTS AS PART OF MICROSOFT BACKOFFICE SMALL BUSINESS SERVER 4.0, THE FOLLOWING TERMS APPLY TO YOU:
- NOTE: IF YOU DO NOT HAVE A VALID LICENSE FOR MICROSOFT BACKOFFICE SMALL BUSINESS SERVER 4.0, YOU ARE NOT AUTHORIZED TO INSTALL, COPY, OR OTHERWISE USE THE WINDOWS NT SOFTWARE COMPONENTS (AS DEFINED PREVIOUSLY IN SECTION 5.1). EVEN IF YOU HAVE THE RIGHT TO USE THE WINDOWS NT SOFTWARE COMPONENTS, YOU DO NOT HAVE ANY RIGHT TO INSTALL, COPY, OR OTHERWISE USE ANY OF THE OTHER SOFTWARE COMPONENTS, UNLESS OTHERWISE PROVIDED IN A DIFFERENT PARAGRAPH OF THIS SECTION.
- 5.3.1 *General.* The Windows NT Software Components contain server software and client software which is deemed part of the [Server Software] and [Client Software], respectively, of Microsoft BackOffice Small Business Server 4.0, and is therefore subject to the terms and conditions of its EULA, except as otherwise provided herein. Note on Microsoft Site Server Express. You may freely copy and distribute Microsoft Site Server Express for your use on any computer within your organization.
- 5.3.2 *Additional Rights and Restrictions.* You also have the right to make additional copies of the Windows NT Software Components equal to the number of validly licensed copies of Microsoft BackOffice Small Business Server 4.0 which you have, and you may use each copy in the manner specified above. If you do not have a valid license for Microsoft BackOffice Small Business Server 4.0, you have no rights under the foregoing section.
- 5.4 IF YOU USE THE SOFTWARE COMPONENTS AS PART OF MICROSOFT WINDOWS 95, THE FOLLOWING TERMS APPLY TO YOU:
- NOTE: IF YOU DO NOT HAVE A VALID LICENSE FOR MICROSOFT WINDOWS 95, YOU ARE NOT AUTHORIZED TO INSTALL, COPY, OR OTHERWISE USE THE WINDOWS 95 SOFTWARE COMPONENTS. FOR PURPOSES OF THIS SECTION 5.4, THE "WINDOWS 95 SOFTWARE COMPONENTS" SHALL MEAN THE FOLLOWING SOFTWARE COMPONENTS: MICROSOFT PERSONAL WEB SERVER AND MICROSOFT TRANSACTION SERVER FOR WINDOWS 95. EVEN IF YOU HAVE A RIGHT TO USE THE WINDOWS 95 SOFTWARE COMPONENTS, YOU DO NOT HAVE ANY RIGHT TO INSTALL, COPY, OR USE ANY OF THE OTHER SOFTWARE COMPONENTS, UNLESS OTHERWISE PROVIDED IN A DIFFERENT PARAGRAPH OF THIS SECTION.
- 5.4.1 *General.* The Windows 95 Software Components are deemed part of Microsoft Windows 95 (the ["SOFTWARE PRODUCT"]), and are therefore subject to the terms and conditions of its EULA, except as otherwise provided herein.
- 5.4.2 *Use Limitation.* At any point in time, a maximum of ten (10) computers are permitted to use the services of the Microsoft Personal Web Server component. The ten (10) computer maximum includes any indirect uses made through software or hardware which pools or aggregates uses. The Microsoft Transaction Server for Windows 95 component may not be used as a network server; that is, no computers or workstations may access or utilize any network services of that component. *Performance or Benchmark Testing.* You may not disclose the results of any benchmark test of either of the Windows 95 Software Components to any third party without Microsoft's prior written approval.
- 5.4.3 *Additional Rights and Restrictions.* You also have the right to make additional copies of the Windows 95 Software Components equal to the number of validly licensed copies of Microsoft Windows 95 which you have, and you may use each copy in the manner specified above. If you do not have a valid license for Microsoft Windows 95, you have no rights under the foregoing section.
6. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.
- 6.1 *Not For Resale Software.* If the SOFTWARE PRODUCT is labeled "Not For Resale" or "NFR," then you may not resell, or otherwise transfer for value, the SOFTWARE PRODUCT.
- 6.2 *Limitations on Reverse Engineering, Decompilation, and Disassembly.* You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- 6.3 *Rental.* You may not rent, lease, or lend the SOFTWARE PRODUCT.
- 6.4 *Trademarks.* This EULA does not grant you any rights in connection with any trademarks or service marks of Microsoft.

(Continued)

- 6.5 **Support Services.** Microsoft may provide you with support services related to the SOFTWARE PRODUCT ("Support Services"). Use of Support Services is governed by the Microsoft policies and programs described in the user manual, in "online" documentation and/or other Microsoft-provided materials. Any supplemental software code provided to you as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this EULA. With respect to technical information you provide to Microsoft as part of the Support Services, Microsoft may use such information for its business purposes, including for product support and development. Microsoft will not utilize such technical information in a form that personally identifies you.
- 6.6 **Software Transfer.** The initial user of the SOFTWARE PRODUCT may make a one-time permanent transfer of this EULA and SOFTWARE PRODUCT only directly to an end user. This transfer must include all of the SOFTWARE PRODUCT (including all component parts, the media and printed materials, any upgrades, this EULA, and, if applicable, the Certificate of Authenticity). Such transfer may not be by way of consignment or any other indirect transfer. The transferee of such one-time transfer must agree to comply with the terms of this EULA, including the obligation not to further transfer this EULA and SOFTWARE PRODUCT.
- 6.7 **Separation of Components.** The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use by more than one user.
- 6.8 **Production Use.** The BackOffice Components of SOFTWARE PRODUCT may only be used for development purposes and may not be used in a production environment.
- 6.9 **Version Limitation.** The Server Software portion of the BackOffice Components contains a certain version number (such as version "3.5"). This License permits you to install: (1) one copy of the Server Software, (2) with the same (or a lower) version number as the Server Software version number listed above, (3) on a single computer (for example, if the version number listed above is "3.5," you may install Server Software that contains a "3.5" or "2.0" version number, but not a "3.6" version number).
- 6.10 **Performance or Benchmark Testing.** You may not disclose the results of any benchmark test of either the Server Software or Client Software for Microsoft SQL Server, Microsoft Exchange Server, Microsoft Transaction Server, Microsoft Message Queue Server, Microsoft Site Server, Microsoft Proxy Server, or Microsoft Internet Information Server to any third party without Microsoft's prior written approval.
- 6.11 **Termination.** Without prejudice to any other rights, Microsoft may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the SOFTWARE PRODUCT and all of its component parts.
7. **PRERELEASE CODE.** Portions of the SOFTWARE PRODUCT may be identified as prerelease code ("Prerelease Code"). Such Prerelease Code is not at the level of performance and compatibility of the final, generally available product offering. The Prerelease Code may not operate correctly and may be substantially modified prior to first commercial shipment. Microsoft is not obligated to make this or any later version of the Prerelease Code commercially available. The grant of license to use Prerelease Code expires upon availability of a commercial release of the Prerelease Code from Microsoft. NOTE: In the event that Prerelease Code contains a separate end-user license agreement, the terms and conditions of such end-user license agreement shall govern your use of the corresponding Prerelease Code.
8. **UPGRADES.** If the SOFTWARE PRODUCT is labeled as an upgrade, you must be properly licensed to use a product identified by Microsoft as being eligible for the upgrade in order to use the SOFTWARE PRODUCT. A SOFTWARE PRODUCT labeled as an upgrade replaces and/or supplements the product that formed the basis for your eligibility for the upgrade. You may use the resulting upgraded product only in accordance with the terms of this EULA. If the SOFTWARE PRODUCT is an upgrade of a component of a package of software programs that you licensed as a single product, the SOFTWARE PRODUCT may be used and transferred only as part of that single product package and may not be separated for use on more than one computer.
9. **COPYRIGHT.** All title and intellectual property rights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by Microsoft or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE PRODUCT is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. All rights not expressly granted are reserved by Microsoft.
10. **U.S. GOVERNMENT RESTRICTED RIGHTS.** The SOFTWARE PRODUCT 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 at 58 CFR 52.227-19, as applicable. Manufacturer is Microsoft Corporation/One Microsoft Way/Redmond, WA 98052-6399.
11. **EXPORT RESTRICTIONS.** You agree that you will not export or re-export the SOFTWARE PRODUCT, any part thereof, or any process or service that is the direct product of the SOFTWARE PRODUCT (the foregoing collectively referred to as the "Restricted Components"), to any country, person, entity, or end user subject to U.S. export restrictions. You specifically agree not to export or re-export any of the Restricted Components (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, which currently include, but are not necessarily limited to Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria, or to any national of any such country, wherever located, who intends to transmit or transport the Restricted Components back to such country; (ii) to any end user who you know or have reason to know will utilize the Restricted Components in the design, development, or production of nuclear, chemical, or biological weapons; or (iii) to any end user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. You warrant and represent that neither the BXA nor any other U.S. federal agency has suspended, revoked, or denied your export privileges.

12. NOTE ON JAVA SUPPORT. THE SOFTWARE PRODUCT CONTAINS SUPPORT FOR PROGRAMS WRITTEN IN JAVA. JAVA TECHNOLOGY IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE AS ONLINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATIONS SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF JAVA TECHNOLOGY COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. Sun Microsystems, Inc. has contractually obligated Microsoft to make this disclaimer.

---

#### MISCELLANEOUS

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, this EULA is governed by the laws of the Province of Ontario, Canada. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario and further agrees to commence any litigation which may arise hereunder in the courts located in the Judicial District of York, Province of Ontario.

If this product was acquired outside the United States, then local law may apply.

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

---

#### LIMITED WARRANTY

**LIMITED WARRANTY.** Except with respect to the Redistributables, which are provided "as is," without warranty of any kind, Microsoft warrants that (a) the SOFTWARE PRODUCT 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 Support Services provided by Microsoft shall be substantially as described in applicable written materials provided to you by Microsoft, and Microsoft support engineers will make commercially reasonable efforts to solve any problem. To the extent allowed by applicable law, implied warranties on the SOFTWARE PRODUCT, if any, are limited to ninety (90) days. 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, if any, or (b) repair or replacement of the SOFTWARE PRODUCT that does not meet Microsoft's Limited Warranty and that is returned to Microsoft with a copy of your receipt. This Limited Warranty is void if failure of the SOFTWARE PRODUCT has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE PRODUCT will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States, neither these remedies nor any product support services offered by Microsoft are available without proof of purchase from an authorized international source.

**NO OTHER WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE PRODUCT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

**LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MICROSOFT OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL 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 THE SOFTWARE PRODUCT OR THE FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF MICROSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, MICROSOFT'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS EULA SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE PRODUCT OR U.S.\$5.00; PROVIDED, HOWEVER, IF YOU HAVE ENTERED INTO A MICROSOFT SUPPORT SERVICES AGREEMENT, MICROSOFT'S ENTIRE LIABILITY REGARDING SUPPORT SERVICES SHALL BE GOVERNED BY THE TERMS OF THAT AGREEMENT. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

### **Si vous avez acquis votre produit Microsoft au CANADA, la garantie limitée suivante vous concerne:**

---

#### **GARANTIE LIMITEE**

**GARANTIE LIMITEE** — Sauf pour celles du REDISTRIBUTABLES, qui sont fournies "comme telles," sans aucune garantie quelle qu'elle soit, Microsoft garantit que (a) la performance du LOGICIEL sera substantiellement en conformité avec la documentation qui accompagne le LOGICIEL, pour une période de quatre-vingt-dix (90) jours à compter de la date de réception; et (b) tout support technique fourni par Microsoft sera substantiellement en conformité avec toute documentation afférente fournie par Microsoft et que les membres du support technique de Microsoft feront des efforts raisonnables pour résoudre toute difficulté technique découlant de l'utilisation du LOGICIEL. Certaines juridictions

(Continued)

ne permettent pas de limiter dans le temps l'application de la présente garantie. Aussi, la limite stipulée ci-haut pourrait ne pas s'appliquer dans votre cas. Dans la mesure permise par la loi, toute garantie implicite portant sur le LOGICIEL, le cas échéant, est limitée à une période de quatre-vingt-dix (90) jours.

**RECOURS DU CLIENT** – La seule obligation de Microsoft et de ses fournisseurs et votre recours exclusif seront, au choix de Microsoft, soit (a) le remboursement du prix payé, si applicable, ou (b) la réparation ou le remplacement du LOGICIEL qui n'est pas conforme à la Garantie Limitée de Microsoft et qui est retourné à Microsoft avec une copie de votre reçu. Cette Garantie Limitée est nulle si le défaut du LOGICIEL est causé par un accident, un traitement abusif ou une mauvaise application. Tout LOGICIEL de remplacement sera garanti pour le reste de la période de garantie initiale ou pour trente (30) jours, selon la plus longue de ces périodes. A l'extérieur des Etats-Unis, aucun de ces recours non plus que le support technique offert par Microsoft ne sont disponibles sans une preuve d'achat provenant d'une source autorisée.

**AUCUNE AUTRE GARANTIE** – DANS LA MESURE PRÉVUE PAR LA LOI, MICROSOFT ET SES FOURNISSEURS EXCLUENT TOUTE AUTRE GARANTIE OU CONDITION, EXPRESSE OU IMPLICITE, Y COMPRIS MAIS NE SE LIMITANT PAS AUX GARANTIES OU CONDITIONS IMPLICITES DU CARACTÈRE ADÉQUAT POUR LA COMMERCIALISATION OU UN USAGE PARTICULIER EN CE QUI CONCERNE LE LOGICIEL OU CONCERNANT LE TITRE, L'ABSENCE DE CONTREFAÇON DUDIT LOGICIEL, ET TOUTE DOCUMENTATION ÉCRITE QUI L'ACCOMPAGNE, AINSI QUE POUR TOUTE DISPOSITION CONCERNANT LE SUPORT TECHNIQUE OU LA FAÇON DONT CELUI-CI A ÉTÉ RENDU. CETTE GARANTIE LIMITÉE VOUS ACCORDE DES DROITS JURIDIQUES SPÉCIFIQUES.

**PAS DE RESPONSABILITÉ POUR LES DOMMAGES INDIRECTS** – MICROSOFT OU SES FOURNISSEURS NE SERONT PAS RESPONSABLES, EN AUCUNE CIRCONSTANCE, POUR TOUT DOMMAGE SPÉCIAL, INCIDENT, INDIRECT, OU CONSÉQUENT QUEL QU'IL SOIT (Y COMPRIS, SANS LIMITATION, LES DOMMAGES ENTRAINÉS PAR LA PERTE DE BÉNÉFICES, L'INTERRUPTION DES ACTIVITÉS, LA PERTE D'INFORMATION OU TOUTE AUTRE PERTE PÉCUNIAIRE) DÉCOULANT DE OU RELIE A LA LICENCE D'ACCES DU CLIENT ET CE, MÊME SI MICROSOFT A ÉTÉ AVISÉE DE LA POSSIBILITÉ DE TELS DOMMAGES. LA RESPONSABILITÉ DE MICROSOFT EN VERTU DE TOUTE DISPOSITION DE CETTE CONVENTION NE POURRA EN AUCUN TEMPS EXCÉDER LE PLUS ÉLEVÉ ENTRE I) LE MONTANT EFFECTIVEMENT PAYÉ PAR VOUS POUR LA LICENCE D'ACCES DU CLIENT OU II) U.S.\$5.00. ADVENANT QUE VOUS AYEZ CONTRACTÉ PAR ENTENTE DISTINCTE AVEC MICROSOFT POUR UN SUPPORT TECHNIQUE ÉTENDU, VOUS SEREZ LIÉ PAR LES TERMES D'UNE TELLE ENTENTE.

La présente Convention est régie par les lois en vigueur dans la province d'Ontario, Canada. Chacune des parties à la présente reconnaît irrévocablement la compétence des tribunaux de la province d'Ontario et consent à instituer tout litige qui pourrait découler de la présente auprès des tribunaux situés dans le district judiciaire de York, province d'Ontario.

Au cas où vous auriez des questions concernant cette licence ou que vous désiriez vous mettre en rapport avec Microsoft pour quelque raison que ce soit, veuillez contacter la succursale Microsoft desservant votre pays, dont l'adresse est fournie dans ce produit, ou écrire à: Microsoft Sales Information Center, One Microsoft Way, Redmond, Washington 98052-6399.