

MICROSOFT SOFTWARE LICENSE TERMS

2007 MICROSOFT OFFICE SYSTEM DESKTOP APPLICATION SOFTWARE

Below are three separate sets of License Terms. Only one set applies to you. To determine which License Terms apply to you check the license designation printed either on your product key, near the product name on your Certificate of Authenticity, or on the download page if you obtained your product key online. If your designation is FPP, then the Retail License Terms below apply to you. If your designation is OEM, then the OEM License Terms below apply to you. If your designation is MLK, then the Media-less License Kit Terms below apply to you.

If you need assistance finding your license type, please go to:

<http://www.microsoft.com/office/eula> to determine which license you have.

1. RETAIL LICENSE TERMS

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 that accompanies these license terms, 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 THE SOFTWARE ALSO OPERATES AS YOUR CONSENT TO THE TRANSMISSION OF CERTAIN COMPUTER INFORMATION DURING ACTIVATION, VALIDATION AND FOR INTERNET-BASED SERVICES.

IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW FOR EACH LICENSE YOU ACQUIRE.

1. OVERVIEW. These license terms permit installation and use of one copy of the software on one device, along with other rights, all as described below.

2. INSTALLATION AND USE RIGHTS. Before you use the software under a license, you must assign that license to one device. That device is the "licensed device." A hardware partition or blade is considered to be a separate device.

a. Licensed Device. You may install and use one copy of the software on the licensed device.

b. Portable Device. You may install another copy on a portable device for use by the single primary user of the licensed device.

c. Separation of Components. The components of the software are licensed as a single unit. You may not separate the components and install them on different devices.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a. Remote Access. The single primary user of the licensed device may access and use the software installed on the licensed device remotely

from any other device. You may allow other users to access the software to provide you with support services. You do not need additional licenses for this access. No other person may use the software under the same license at the same time for any other purpose.

b. Media Elements and Templates. You may copy and use images, clip art, animations, sounds, music, shapes, video clips and templates provided with the software and identified for such use in documents and projects that you create. You may distribute those documents and projects non-commercially. If you wish to use these media elements or templates for any other purpose, go to www.microsoft.com/permission to learn whether that use is allowed.

c. 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.

d. Multiplexing. Hardware or software you use to

- pool connections, or
- reduce the number of devices or users that directly access or use the software

(sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses you need.

e. Trial and Conversion. Some or all of the software may be licensed on a trial basis. Your rights to use trial software are limited to the trial period. The trial software and length of the trial period are set forth during the activation process. You may have the option to convert your trial rights to subscription or perpetual rights. Conversion options will be presented to you at the expiration of your trial period. After the expiration of any trial period without conversion, most features of the trial software will stop running. At that time you can continue to open, view and print any documents you created with the trial software.

f. Subscription Software. If you licensed the software on a subscription basis, your rights to use the software are limited to the subscription period. You may have the option to extend your subscription or convert to a perpetual license. If you extend your subscription, you may continue using the software until the end of your extended subscription period. See the software activation screens or other accompanying materials for subscription details. After the expiration of your subscription, most features of the software will stop running. At that time you can continue to open, view and print any documents you created with the software.

g. Pre-Activation. If you acquired an edition other than Microsoft Office Ultimate 2007, some functionality is licensed for your use only until you activate the software or the end of the time recommended for activation, whichever comes first.

h. Home Use Rights Edition. If you licensed a Home Use Rights edition, the licensed device must be used primarily within your home.

i. Development Tools. The software may contain Microsoft Visual Studio Tools for Applications or other development tools. You may use any development tools included in the software only to design, develop, test, use and demonstrate your programs with the software.

4. MANDATORY ACTIVATION. Activation associates the use of the software with a specific device. During activation, the software will send information about the software and the device to Microsoft. This information includes the version, the license version, language and the product ID of the software, Internet protocol address of the device and information derived from the hardware configuration. For more information, see www.microsoft.com/piracy/activation.msp. BY USING THE SOFTWARE, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION. After the time recommended for activation expires, your rights to use the software will be limited until the software is activated. This is to prevent its unlicensed use. 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.

5. VALIDATION.

a. The software will from time to time update or require download of the validation feature of the software. Validation verifies that the software has been activated and is properly licensed. Validation also permits you to use certain features of the software or to obtain additional benefits. For more information, see www.microsoft.com/genuine/office/WhyValidate.aspx.

b. During a validation check, the software will send information about the software to Microsoft. This information includes the version of the software and the product key. Microsoft does not use the information to identify or contact you. BY USING THE SOFTWARE, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION. For more information, see www.microsoft.com/genuine/office/PrivacyInfo.aspx.

c. If the software is not properly licensed, the functionality of the software may be affected. For example, you may need to reactivate the software, or receive reminders to obtain a properly licensed copy of the software, or not obtain certain updates, upgrades or services from Microsoft.

d. You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources, see www.microsoft.com/genuine/downloads/faq.aspx.

6. INTERNET-BASED SERVICES. Microsoft provides Internet-based services with the software. Except as otherwise noted in materials accompanying a service, 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. Unless otherwise noted, you may switch off these features or not use them. For more information about these features, see www.office.microsoft.com/en-us/FX010986541033.aspx. 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.

· Web Content Features. Features in the software can retrieve related content from Microsoft and provide it to you. 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. They also can be used to digitally sign files and macros to verify the integrity and origin of the file contents. The software retrieves certificates and updates certificate revocation lists using the Internet, when available.

· Information Rights Management. The software contains a feature that allows you to create content that cannot be printed, copied or sent to others without your permission. You may need to connect to Microsoft to use this feature for the first time. Once a year, you may need to re-connect to Microsoft to update it. For more information, go to www.office.microsoft.com/en-us/assistance/HA010397891033.aspx. You may choose not to use this feature.

· Groove Software and Services. If the software includes Microsoft Office Groove ("Groove"), Groove will allow you to communicate directly with others over the Internet. If you are not on the Internet, your communications will be encrypted and sent through Microsoft servers for later delivery. You can not disable this service.

Groove makes some information about your Groove account and computer known to your contacts. For example, if you:

- add a contact to your contact list,
- import your user account onto a new device,
- update the information in your "identity contact", or
- send a Groove workspace invitation using an URL to reference the invitation file,

information about you and your devices may be sent to your contacts. If you configure Groove to use Microsoft servers, those servers will collect information about your computer and user accounts.

See the Microsoft Office Groove 2007 Privacy Statement at www.office.microsoft.com/en-us/products/FX101153391033.aspx for more information.

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. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft and if applicable your manufacturer, reserve 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;

- use the software in any way that is against the law;
 - rent, lease or lend the software; or
 - use the software for commercial software hosting services.
8. BACKUP COPY. You may make one backup copy of the media. You may use it only to reinstall the software.
9. DOCUMENTATION. Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
10. NOT FOR RESALE SOFTWARE. You may not sell software marked as "NFR" or "Not for Resale."
11. 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.
12. HOME USE RIGHTS SOFTWARE. You must be a "Home Use Rights User" to use software marked as "Home Use Rights Edition." To be a Home Use Rights User, you must be both:
- an employee of an organization that has a Microsoft Volume License agreement with Software Assurance, and
 - the user of a licensed copy of the software, or a product that includes the software, with active Software Assurance.
13. UPGRADE OR CONVERSION. To upgrade or convert software, you must first be licensed for the software that is eligible for the upgrade or conversion. Upon upgrade or conversion, this agreement takes the place of the agreement for the software you upgraded or converted from. After you upgrade or convert, you may no longer use the earlier version of the software you upgraded or converted from.
14. PROOF OF LICENSE.
- a. Genuine 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 software licensed under the terms of this agreement. 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. If you acquire the software without a disc or other media, your proof of purchase and any accompanying collateral from your merchant identifying the software is your proof of license. Proof of purchase may be subject to verification by your merchant's records.
- b. Upgrade or Conversion License. If you upgrade or convert the software, your proof of license is identified by
- the genuine Microsoft proof of license for the software you upgraded or converted from; and
 - proof of purchase and any accompanying collateral from a merchant identifying the software you upgraded or converted to. Proof of purchase may be subject to verification by your merchant's records.
- c. To identify genuine Microsoft software, see www.howtotell.com.
15. REASSIGN TO ANOTHER DEVICE. You may reassign the license to a different device any number of times, but not more than one time every 90 days. If you reassign, that other device becomes the "licensed device." If you retire the licensed device due to hardware failure, you may reassign the license sooner.
16. TRANSFER TO A THIRD PARTY. The first user of the software may make a one-time transfer of the software, and this agreement, directly to a

third party. The first user must uninstall the software before transferring it separately from the device. The first user may not retain any copies. Before any permitted transfer, the other party must agree that this agreement applies to the transfer and use of the software. The transfer must include the proof of license. If the software is an upgrade, any transfer must also include all prior versions of the software.

17. 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.

18. SUPPORT SERVICES. Microsoft provides support services for the software as described at www.support.microsoft.com/common/international.aspx.

19. ENTIRE AGREEMENT. This agreement (including the warranty below), any addendum or amendment included with the software, 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.

20. 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.

21. 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.

22. 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.

2. OEM LICENSE TERMS

These license terms are an agreement between you and the device manufacturer that distributes the software with the device, or the software installer that distributes the software with the device. Please read them. They apply to the software that accompanies these license terms, which includes the media on which you received it, if any. Printed paper license terms, which may come with the software, take the place of any on-screen license terms. 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. If you obtain updates or supplements directly from Microsoft, then these terms apply except that Microsoft, not the manufacturer or installer, licenses those to you.

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE. INSTEAD, CONTACT THE MANUFACTURER OR INSTALLER TO DETERMINE THEIR RETURN POLICY FOR A REFUND OR CREDIT. AS DESCRIBED BELOW, USING THE SOFTWARE ALSO OPERATES AS YOUR CONSENT TO THE TRANSMISSION OF CERTAIN COMPUTER INFORMATION DURING ACTIVATION, VALIDATION, AND FOR INTERNET-BASED SERVICES.

IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW FOR EACH LICENSE YOU ACQUIRE.

1. OVERVIEW. These license terms permit installation and use of one copy of the software on one device, along with other rights, all as described below.

2. INSTALLATION AND USE RIGHTS. The software license is permanently assigned to the device with which you acquired the software. That device is the "licensed device." A hardware partition or blade is considered to be a separate device.

a. Licensed Device. You may install and use one copy of the software on the licensed device.

b. Separation of Components. The components of the software are licensed as a single unit. You may not separate the components and install them on different devices.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- a. Remote Access. The single primary user of the licensed device may access and use the software installed on the licensed device remotely from any other device. You may allow other users to access the software to provide you with support services. You do not need additional licenses for this access. No other person may use the software under the same license at the same time for any other purpose.
- b. Media Elements and Templates. You may copy and use images, clip art, animations, sounds, music, shapes, video clips and templates provided with the software and identified for such use in documents and projects that you create. You may distribute those documents and projects non-commercially. If you wish to use these media elements or templates for any other purpose, go to www.microsoft.com/permission to learn whether that use is allowed.
- c. 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.
- d. Multiplexing. Hardware or software you use to
 - pool connections, or
 - reduce the number of devices or users that directly access or use the software(sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses you need.
- e. Trial and Conversion. Some or all of the software may be licensed on a trial basis. Your rights to use trial software are limited to the trial period. The trial software and length of the trial period are set forth during the activation process. You may have the option to convert your trial rights to subscription or perpetual rights. Conversion options will be presented to you at the expiration of your trial period. After the expiration of any trial period without conversion, most features of the trial software will stop running. At that time you can continue to open, view and print any documents you created with the trial software.
- f. Pre-Activation. If you acquired an edition other than Microsoft Office Ultimate 2007, some functionality is licensed for your use only until you activate the software or the end of the time recommended for activation, whichever comes first.
- g. Home Use Rights Edition. If you licensed a Home Use Rights edition, the licensed device must be used primarily within your home.
- h. Development Tools. The software may contain Microsoft Visual Studio Tools for Applications or other development tools. You may use any development tools included in the software only to design, develop, test, use and demonstrate your programs with the software.
- i. Language Version Selection. If the computer manufacturer provides you with a one-time selection between language versions, you may use only the one language version you select. If the computer manufacturer provides you with a "MLP" or "LIP", your use of language versions is not limited. A "MLP" is a Multi-language Pack. A "LIP" is a Language Interface Pack. MLPs and LIPs offer additional language version support of the software. The MLP and LIP are a part of the software, and may not be used separately.

4. MANDATORY ACTIVATION. Activation associates the use of the software with a specific device. During activation, the software will send information about the software and the device to Microsoft. This information includes the version, language and the product ID of the software, Internet protocol address of the device and information derived from the hardware configuration of the device. For more information, see <http://www.microsoft.com/piracy/activation.msp>. By using the software, you consent to the transmission of this information. Before you activate, you have the right to use the version of the software installed during the installation process. After the time recommended for activation expires, your rights to use the software will be limited until the software is activated. This is to prevent its unlicensed use. You will not be able to continue using the software after that time if you do not activate it. If the device is connected to the Internet, the software may automatically connect to Microsoft for activation. 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. If the manufacturer or installer activated the software for you, you may not be asked to activate the software when you first use it.

5. VALIDATION.

a. The software will from time to time update or require download of the validation feature of the software. Validation verifies that the software has been activated and is properly licensed. Validation also permits you to use certain features of the software or to obtain additional benefits. For more information, see www.microsoft.com/genuine/office/WhyValidate.aspx.

b. During a validation check, the software will send information about the software to Microsoft. This information includes the version of the software and the product key. Microsoft does not use the information to identify or contact you. BY USING THE SOFTWARE, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION. For more information, see www.microsoft.com/genuine/office/PrivacyInfo.aspx.

c. If the software is not properly licensed, the functionality of the software may be affected. For example, you may need to reactivate the software, or receive reminders to obtain a properly licensed copy of the software, or not obtain certain updates, upgrades or services from Microsoft.

d. You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources, see www.microsoft.com/genuine/downloads/faq.aspx.

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. Unless otherwise noted, you may switch off these features or not use them. For more information about these features, see www.office.microsoft.com/en-us/FX010986541033.aspx. 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.

- Web Content Features. Features in the software can retrieve related content from Microsoft and provide it to you. 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. They also can be used to digitally sign files and macros to verify the integrity and origin of the file contents. The software retrieves certificates and updates certificate revocation lists using the Internet, when available.

- Information Rights Management. The software contains a feature that allows you to create content that cannot be printed, copied or sent to others without your permission. You may need to connect to Microsoft servers to use this feature for the first time. Once a year, you may need to re-connect to Microsoft servers to update it. For more information, go to www.office.microsoft.com/en-us/assistance/HA010397891033.aspx. You may choose not to use this feature.

- Groove Software and Services. If the software includes Microsoft Office Groove ("Groove"), Groove will allow you to communicate directly with others over the Internet. If you are not on the Internet, your communications will be encrypted and sent through Microsoft servers for later delivery. You can not disable this service.

Groove makes some information about your Groove account and computer known to your contacts. For example, if you:

- add a contact to your contact list,
- import your user account onto a new device,
- update the information in your "identity contact", or
- send a Groove workspace invitation using an URL to reference the invitation file,

information about you and your devices may be sent to your contacts. If you configure Groove to use Microsoft servers, those servers will collect information about your computers and user accounts.

See the Microsoft Office Groove 2007 Privacy Statement at www.office.microsoft.com/en-us/products/FX101153391033.aspx for more information.

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. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. The manufacturer or installer and Microsoft reserve 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 the software documentation. 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;

- use the software in any way that is against the law;

- rent, lease or lend the software; or

- use the software for commercial software hosting services.

8. BACKUP COPY. You may make one backup copy of the software media. You may use it only to reinstall the software.

9. DOCUMENTATION. Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

10. NOT FOR RESALE SOFTWARE. You may not sell software marked as "NFR" or "Not for Resale."

11. UPGRADE OR CONVERSION. To upgrade or convert software, you must first be licensed for the software that is eligible for the upgrade or conversion. Upon upgrade or conversion, this agreement takes the place of the agreement for the software you upgraded or converted from. After you upgrade or convert, you may no longer use the earlier version of the software you upgraded or converted from.

12. PROOF OF LICENSE.

a. Proof of License. If you acquired the software on a device, or on a disc or other media, a genuine Microsoft Certificate of Authenticity label with a genuine copy of the software identifies licensed software. To be valid, this label must be affixed to the device or appear on the manufacturer's or installer's packaging. If you receive the label separately, it is invalid. You should keep the label on the device or packaging to prove that you are licensed to use the software.

b. To identify genuine Microsoft software, see www.howtotell.com.

13. TRANSFER TO A THIRD PARTY. You may transfer the software directly to a third party only with the licensed device, the Certificate of Authenticity label, and this agreement. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. You may not retain any copies.

14. 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.

15. SUPPORT SERVICES. For the software generally, contact the manufacturer or installer for support options. Refer to the support number provided with the software. For updates and supplements obtained directly from Microsoft, Microsoft provides support as described at www.support.microsoft.com/common/international.aspx.

16. ENTIRE AGREEMENT. This agreement (including the warranty below), any addendum or amendment included with the software, 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.

17. 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.

18. 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.

19. LIMITATION ON AND EXCLUSION OF DAMAGES. EXCEPT FOR ANY REFUND THE MANUFACTURER OR INSTALLER MAY PROVIDE, 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
- the manufacturer or installer, 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 90 DAYS AFTER ACQUIRED BY THE FIRST USER. IF YOU RECEIVE SUPPLEMENTS, UPDATES, OR REPLACEMENT SOFTWARE DURING THOSE 90 DAYS, THEY WILL BE COVERED FOR THE REMAINDER OF THE WARRANTY OR 30 DAYS, WHICHEVER IS LONGER. If you transfer 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 the reasonable control of the manufacturer or installer, or Microsoft.

D. REMEDY FOR BREACH OF WARRANTY. THE MANUFACTURER OR INSTALLER WILL, AT ITS ELECTION, EITHER (I) REPAIR OR REPLACE THE SOFTWARE AT NO CHARGE, OR (II) REFUND THE AMOUNT PAID FOR THE PRODUCT, IF ANY. THE MANUFACTURER OR INSTALLER MAY ALSO REPAIR OR REPLACE SUPPLEMENTS, UPDATES AND REPLACEMENT SOFTWARE, OR PROVIDE A REFUND OF THE AMOUNT YOU PAID FOR THEM, IF ANY; CONTACT THE MANUFACTURER OR INSTALLER ABOUT ITS POLICY. 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. Contact the manufacturer or installer to find out how to obtain warranty service for the software. For a refund, you must comply with the manufacturer's or installer's return policies.

G. NO OTHER WARRANTIES. THE LIMITED WARRANTY IS THE ONLY DIRECT WARRANTY FROM THE MANUFACTURER OR INSTALLER, OR MICROSOFT. THE MANUFACTURER OR INSTALLER, AND MICROSOFT GIVE NO OTHER EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. WHERE ALLOWED BY YOUR LOCAL LAWS, THE MANUFACTURER OR INSTALLER, AND MICROSOFT EXCLUDE 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.

3. MEDIA-LESS LICENSE KIT TERMS

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 that accompanies these license terms, 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.

IF YOU DO NOT ACCEPT THE LICENSE TERMS, DO NOT USE THE SOFTWARE.

INSTEAD, RETURN YOUR MEDIA-LESS LICENSE KIT TO YOUR PLACE OF PURCHASE 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 THE SOFTWARE ALSO OPERATES AS YOUR CONSENT TO THE TRANSMISSION OF CERTAIN COMPUTER INFORMATION DURING ACTIVATION, VALIDATION AND FOR INTERNET-BASED SERVICES.

IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW FOR EACH LICENSE YOU ACQUIRE.

1. OVERVIEW. These license terms permit installation and use of one copy of the software on one device, along with other rights, all as described below.

2. INSTALLATION AND USE RIGHTS. The software license is permanently assigned to the device with which you acquired the software. That device is the "licensed device." A hardware partition or blade is considered to be a separate device.

a. Licensed Device. You may install and use one copy of the software on the licensed device.

b. Separation of Components. The components of the software are licensed as a single unit. You may not separate the components and install them on different devices.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a. Remote Access. The single primary user of the licensed device may access and use the software installed on the licensed device remotely from any other device. You may allow other users to access the software to provide you with support services. You do not need additional licenses for this access. No other person may use the software under the same license at the same time for any other purpose.

b. Media Elements and Templates. You may copy and use images, clip art, animations, sounds, music, shapes, video clips and templates provided with the software and identified for such use in documents and projects that you create. You may distribute those documents and projects non-commercially. If you wish to use these media elements or templates for any other purpose, go to www.microsoft.com/permission to learn whether that use is allowed.

c. 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.

d. Multiplexing. Hardware or software you use to
· pool connections, or
· reduce the number of devices or users that directly access or use the software (sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses you need.

e. Trial and Conversion. Some or all of the software may be licensed on a trial basis. Your rights to use trial software are limited to the trial period. The trial software and length of the trial period are set forth during the activation process. You may have the option to convert your trial rights to subscription or perpetual rights. Conversion options will be presented to you at the expiration of your trial period. After the expiration of any trial period without conversion, most features of the trial software will stop running. At that time you can continue to open, view and print any documents you created with the trial software.

f. Subscription Software. If you licensed the software on a subscription basis, your rights to use the software are limited to the subscription period. You may have the option to extend your subscription or convert to a perpetual license. If you extend your subscription, you may continue using the software until the end of your extended subscription period. See the software activation screens or other

accompanying materials for subscription details. After the expiration of your subscription, most features of the software will stop running. At that time you can continue to open, view and print any documents you created with the software.

g. Pre-Activation. If you acquired an edition other than Microsoft Office Ultimate 2007, some functionality is licensed for your use only until you activate the software or the end of the time recommended for activation, whichever comes first.

h. Home Use Rights Edition. If you licensed a Home Use Rights edition, the licensed device must be used primarily within your home.

i. Development Tools. The software may contain Microsoft Visual Studio Tools for Applications or other development tools. You may use any development tools included in the software only to design, develop, test, use and demonstrate your programs with the software.

j. Language Version Selection. If you are provided with a one-time selection between language versions, without a MLP or LIP, you may use only the one language version you select. If you are provided with a MLP or LIP, your use of language versions is not limited. A "MLP" is a Multi-language Pack. A "LIP" is a Language Interface Pack. MLPs and LIPs offer additional language version support of the software. The MLP and LIP are a part of the software, and may not be used separately.

4. MANDATORY ACTIVATION. Activation associates the use of the software with a specific device. During activation, the software will send information about the software and the device to Microsoft. This information includes the version, the license version, language and the product ID of the software, Internet protocol address of the device and information derived from the hardware configuration. For more information, see www.microsoft.com/piracy/activation.msp. BY USING THE SOFTWARE, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION. After the time recommended for activation expires, your rights to use the software will be limited until the software is activated. This is to prevent its unlicensed use. 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.

5. VALIDATION.

a. The software will from time to time update or require download of the validation feature of the software. Validation verifies that the software has been activated and is properly licensed. Validation also permits you to use certain features of the software or to obtain additional benefits. For more information, see www.microsoft.com/genuine/office/WhyValidate.aspx.

b. During a validation check, the software will send information about the software to Microsoft. This information includes the version of the software and the product key. Microsoft does not use the information to identify or contact you. BY USING THE SOFTWARE, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION. For more information, see www.microsoft.com/genuine/office/PrivacyInfo.aspx.

c. If the software is not properly licensed, the functionality of the software may be affected. For example, you may need to reactivate the software, or receive reminders to obtain a properly licensed copy of the software, or not obtain certain updates, upgrades or services from Microsoft.

d. You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources, see www.microsoft.com/genuine/downloads/faq.aspx.

6. INTERNET-BASED SERVICES. Microsoft provides Internet-based services with the software. Except as otherwise noted in materials accompanying a service, 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. Unless otherwise noted, you may switch off these features or not use them. For more information about these features, see www.office.microsoft.com/en-us/FX010986541033.aspx. 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.

· Web Content Features. Features in the software can retrieve related content from Microsoft and provide it to you. 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. They also can be used to digitally sign files and macros to verify the integrity and origin of the file contents. The software retrieves certificates and updates certificate revocation lists using the Internet, when available.

· Information Rights Management. The software contains a feature that allows you to create content that cannot be printed, copied or sent to others without your permission. You may need to connect to Microsoft to use this feature for the first time. Once a year, you may need to re-connect to Microsoft to update it. For more information, go to www.office.microsoft.com/en-us/assistance/HA010397891033.aspx. You may choose not to use this feature.

Groove Software and Services. If the software includes Microsoft Office Groove ("Groove"), Groove will allow you to communicate directly with others over the Internet. If you are not on the Internet, your communications will be encrypted and sent through Microsoft servers for later delivery. You can not disable this service. Groove makes some information about your Groove account and computer known to your contacts. For example, if you:

- add a contact to your contact list,
- import your user account onto a new device,
- update the information in your "identity contact", or
- send a Groove workspace invitation using an URL to reference the invitation file,

information about you and your devices may be sent to your contacts. If you configure Groove to use Microsoft servers, those servers will collect information about your computers and user accounts.

See the Microsoft Office Groove 2007 Privacy Statement at www.office.microsoft.com/en-us/products/FX101153391033.aspx for more information.

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. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft and if applicable your manufacturer, reserve 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;
- use the software in any way that is against the law;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

8. BACKUP COPY. You may make one backup copy of the media. You may use it only to reinstall the software.

9. DOCUMENTATION. Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

10. NOT FOR RESALE SOFTWARE. You may not sell software marked as "NFR" or "Not for Resale."

11. 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.

12. HOME USE RIGHTS SOFTWARE. You must be a "Home Use Rights User" to use software marked as "Home Use Rights Edition." To be a Home Use Rights User, you must be both:

- an employee of an organization that has a Microsoft Volume License agreement with Software Assurance, and
- the user of a licensed copy of the software, or a product that includes the software, with active Software Assurance.

13. UPGRADE OR CONVERSION. To upgrade or convert software, you must first be licensed for the software that is eligible for the upgrade or conversion. Upon upgrade or conversion, this agreement takes the place of the agreement for the software you upgraded or converted from. After you upgrade or convert, you may no longer use the earlier version of the software you upgraded or converted from.

14. PROOF OF LICENSE.

a. Genuine 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 software licensed under the terms of this

agreement. 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. If you acquire the software without a disc or other media, your proof of purchase and any accompanying collateral from your merchant identifying the software is your proof of license. Proof of purchase may be subject to verification by your merchant's records.

b. Upgrade or Conversion License. If you upgrade or convert the software, your proof of license is identified by

- the genuine Microsoft proof of license for the software you upgraded or converted from; and

- proof of purchase and any accompanying collateral from a merchant identifying the software you upgraded or converted to. Proof of purchase may be subject to verification by your merchant's records.

c. To identify genuine Microsoft software, see www.howtotell.com.

15. TRANSFER TO A THIRD PARTY. You may transfer the software directly to a third party only with the licensed device. You may not retain any copies. Before any permitted transfer, the other party must agree that this agreement applies to the transfer and use of the software. The transfer must include the proof of license. If the software is an upgrade, any transfer must also include all prior versions of the software.

16. 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.

17. SUPPORT SERVICES. Microsoft provides support services for the software as described at www.support.microsoft.com/common/international.aspx.

18. ENTIRE AGREEMENT. This agreement (including the warranty below), any addendum or amendment included with the software, 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.

19. 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.

20. 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.

21. 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.

EULAIID: 012_RTM_CLT.0_ALL_EN