Oracle® Hospitality e7 Point-of-Sale

Licensing Information User Manual

Release 4.3

E87639-01

August 2017

ORACLE®

Oracle® Hospitality e7 Point-of-Sale
Licensing Information User Manual
Version 4.3

Contents

Preface

This document contains licensing information for e7 Point-of-Sale.

Audience

This document is intended for users of e7 Point-of-Sale.

Customer Support

To contact Oracle Customer Support, access My Oracle Support at the following URL:
https://support.oracle.com

When contacting Customer Support, please provide the following:

- Product version and program/module name
- Functional and technical description of the problem (include business impact)
- Detailed step-by-step instructions to re-create
- Exact error message received and any associated log files
- Screen shots of each step you take

Documentation

Oracle Hospitality product documentation is available on the Oracle Help Center at
http://docs.oracle.com/en/industries/hospitality/

Revision History

Date	Description of Change
August 2017	• Initial publication

1 Introduction

This Licensing Information document is a part of the product or program documentation under the terms of your Oracle license agreement and is intended to help you understand the program editions, entitlements, restrictions, prerequisites, special license rights, and/or separately licensed third party technology terms associated with the Oracle software program(s) covered by this document (the "Program(s)"). Entitled or restricted use products or components identified in this document that are not provided with the particular Program may be obtained from the Oracle Software Delivery Cloud website (https://edelivery.oracle.com) or from media Oracle may provide. If you have a question about your license rights and obligations, please contact your Oracle sales representative, review the information provided in Oracle's Software Investment Guide (http://www.oracle.com/us/corporate/pricing/software-investment-guide/index.html), and/or contact the applicable Oracle License Management Services representative listed on http://www.oracle.com/us/corporate/license-management-services/index.html.

This document does not address infrastructure technology requirements.

2 Licensing Information

This chapter provides the following licensing information for e7 Point-of-Sale:

- Description of products.
- Prerequisite products.
- Entitled products and restricted use licenses.

Prerequisite products, entitled products, and restricted use licenses do not apply to Oracle Hospitality Cloud products.

Hospitality Product	Subproduct	Licensing Information
Oracle Hospitality e7 Point-of-Sale	Oracle Hospitality e7 Point-of-Sale Client Part Number: 100074-280	**Product Editions and Permitted Features** Oracle Hospitality e7 Point-of-Sales client provides the configuration utility as well as the point-of-sales application for performing restaurant operations. **Prerequisite Products** - N/A **Entitled Products and Restricted Use Licenses** - N/A
	Oracle Hospitality e7 Transaction Services Part Number: 000777-150	**Product Editions and Permitted Features** Oracle Hospitality e7 Transaction Services provides a web API for facilitating online transactions. **Prerequisite Products** - Oracle Hospitality e7 Point-of-Sale **Entitled Products and Restricted Use Licenses** - N/A
	Oracle Hospitality e7 Gift Card Interface Part Number: 000777-201	**Product Editions and Permitted Features** Oracle Hospitality e7 Gift Card Interface provides support for creating, monitoring, and maintaining customer loyalty programs. **Prerequisite Products** - Oracle Hospitality e7 Point-of-Sale

Hospitality Product	Subproduct	Licensing Information
		Entitled Products and Restricted Use Licenses • N/A
	Oracle Hospitality e7 Credit Card Interface Part Number: 000777-346	**Product Editions and Permitted Features** Oracle Hospitality e7 Credit Card Interface provides the drivers and configurations verified for PCI compliance for enabling credit card transactions. **Prerequisite Products** • Oracle Hospitality e7 Point-of-Sale **Entitled Products and Restricted Use Licenses** Use of Oracle Hospitality e7 Transaction Services is restricted to Pay at the Table services and may not be used or deployed for other purposes.
	Oracle Hospitality e7 Fiscal Interface Part Number: L102925	**Product Editions and Permitted Features** Oracle Hospitality e7 Fiscal Interface provides a POS client-based system that manages financial and transaction services, from consumption to sales. **Prerequisite Products** • Oracle Hospitality e7 Point-of-Sale **Entitled Products and Restricted Use Licenses** • N/A

Third-Party Notices and/or Licenses

Commercial Software

Oracle Hospitality e7 Point-of-Sale

Commercial software products or components distributed in e7 Point-of-Sale are identified in the following table along with the applicable licensing information:

Provider	Component(s)	Licensing Information
Markus Hahn	Blowfish.NET	Licensed under the License Agreement for Blowfish.NET. Copyright (c)2001-2007 by Markus Hahn, USA All rights reserved A copy of the License is below: License Agreement for Blowfish.NET
The Legion of the Bouncy Castle Inc.	BCCrypto C# Version 1.8 RC3	https://www.bouncycastle.org/csharp/index.html Copyright (c) 2000-2015 by The Legion of the Bouncy Castle Inc. (http://bouncycastle.org). Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions: The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software. THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

Microsoft	Visual C++ Runtime 2008	Licensed under the MICROSOFT SOFTWARE LICENSE TERMS MICROSOFT VISUAL C++ 2008 RUNTIME LIBRARIES (X86, IA64 AND X64), SERVICE PACK 1.
		A copy of the License is below:
		Microsoft Software License Terms: Microsoft Visual C++ 2008 Runtime Libraries (x86, IA64, x64) Service Pack 1
Microsoft	Visual Studio 2008	Licensed under the Microsoft Software Supplemental License Terms: Microsoft Visual Studio 2008, Service Pack 1.
		A copy of the License is below:
		Microsoft Software Supplemental License Terms: Microsoft Visual Studio 2008, Service Pack 1
Microsoft	Windows SDK for Windows Server 2008 and .NET Framework 3.5	Licensed under the Microsoft Software License Terms Microsoft Windows Software Development Kit for Windows Server 2008 and .NET Framework 3.5license agreement.
		A copy of the License is below:
		Microsoft Software License Terms: Microsoft Windows Software Development Kit for Windows Server 2008 and .NET Framework 3.5
Microsoft	Windows CE Platform Builder Version 4.2	Licensed under the End User License Agreement for Microsoft Software: Microsoft Windows CE .NET 4.2.
		A copy of the License is below:
		End User License Agreement for Microsoft Software: Microsoft Windows CE .NET 4.2

Open Source Software or Other Separately Licensed Software

Required notices for open source or other separately licensed software products or components distributed in e7 Point-of-Sale are identified in the following table along with the applicable licensing information. Additional notices and/or licenses may be found in the included documentation or readme files of the individual third party open source software.

Hospitality Product(s)	Component(s)	Licensing Information
Oracle Hospitality e7	STUtil Vassili Phillipov Version 2.0	Free for uncommercial use. Cannot be used in commercial projects. Contact author to get commercial version. THIS LIBRARY IS DISTRIBUTED "AS IS". NO WARRANTY OF ANY KIND IS EXPRESSED OR IMPLIED. YOU USE AT YOUR OWN RISK. THE AUTHOR WILL NOT BE LIABLE FOR DATA LOSS, DAMAGES, LOSS OF PROFITS OR ANY OTHER KIND OF LOSS WHILE USING OR MISUSING THIS SOFTWARE.
Oracle Hospitality e7	AppSettings.css	http://www.codeproject.com/Articles/6308/AppSettings-Implementation-for-Compact-Framework Licensed under the Code Project Open License (CPOL) 1.02. You may obtain a copy of the License at http://www.codeproject.com/info/cpol10.aspx. A copy of the License is below: The Code Project Open License (CPOL) 1.2
Oracle Hospitality e7	Custom Tools Microsoft	http://msdn.microsoft.com/en-us/library/cc301796.aspx Licensed under the Microsoft Shared Source. A copy of the License is below: Microsoft Shared Source
Oracle Hospitality e7	signcode-pwd Stephan Brenner Version 1.02	http://www.stephan-brenner.com/?page_id=9 Copyright (c) 2015, Stephan Brenner Licensed under Freeware. A copy of the License is below: End-User License Agreement For Freeware
Oracle Hospitality e7	OpenNETCF Open NET CF	https://www.opennetcf.com/ Copyright (c) 2012, Open NET CF Shared Source License. You may obtain a copy of the License at http://www.opennetcf.com/products/licenses.aspx A copy of the License is below: OpenNETCF Shared Source License
Oracle Hospitality e7	Base 64 Bob Withers	http://www.tekkotsu.org/dox/Base64_8h.html

Hospitality Product(s)	Component(s)	Licensing Information
		Copyright (c) 1999
		This code may be freely used for any purpose, either personal or commercial, provided the authors copyright notice remains intact.
Oracle Hospitality e7	Template Data Adapter Microsoft	https://technet.microsoft.com/fr-fr/subscriptions/aa720691.aspx
		Copyright (c) 2013, Microsoft Developer Services Agreement and Microsoft Limited Public License.
		You may obtain a copy of the License at https://msdn.microsoft.com/en-us/cc300389.aspx.
		A copy of the License is below:
		Microsoft Developer Services Agreement
Oracle Hospitality e7	Limit Single Instance Microsoft	https://support.microsoft.com/en-us/kb/243953
		Copyright (c) 2013, Microsoft Developer Services Agreement and Microsoft Limited Public License.
		You may obtain a copy of the License at https://msdn.microsoft.com/en-us/cc300389.aspx.
		A copy of the License is below:
		Microsoft Developer Services Agreement
Oracle Hospitality e7, e7 EU	DotNetZip Dino Chiesa Version 1.9.1.8	https://support.microsoft.com/en-us/kb/243953
		Copyright (c) 2012, Microsoft Public License.
		A copy of the License is below:
		Microsoft Public License
Oracle Hospitality e7	SQLite SQLite Version 3.0	http://www.sqlite.org/
		Public Domain:
		All of the code and documentation in SQLite has been dedicated to the public domain by the authors. All code authors, and representatives of the companies they work for, have signed affidavits dedicating their contributions to the public domain and originals of those signed affidavits are stored in a firesafe at the main offices of Hwaci. Anyone is free to copy, modify, publish, use, compile, sell, or distribute the original SQLite code, either in source code form or as a

Hospitality Product(s)	Component(s)	Licensing Information
		compiled binary, for any purpose, commercial or non-commercial, and by any means.
		The previous paragraph applies to the deliverable code and documentation in SQLite - those parts of the SQLite library that you actually bundle and ship with a larger application. Some scripts used as part of the build process (for example the "configure" scripts generated by autoconf) might fall under other open-source licenses. Nothing from these build scripts ever reaches the final deliverable SQLite library, however, and so the licenses associated with those scripts should not be a factor in assessing your rights to copy and use the SQLite library.
		All of the deliverable code in SQLite has been written from scratch. No code has been taken from other projects or from the open internet. Every line of code can be traced back to its original author, and all of those authors have public domain dedications on file. So the SQLite code base is clean and is uncontaminated with licensed code from other projects.
Oracle Hospitality e7	Process Manager Application Microsoft	https://msdn.microsoft.com/en-us/library/aa446560.aspx Copyright (c) 2013, Microsoft Developer Services Agreement and Microsoft Limited Public License. You may obtain a copy of the License at https://msdn.microsoft.com/en-us/cc300389.aspx. A copy of the License is below: Microsoft Developer Services Agreement
Oracle Hospitality e7	Easy Installer	http://www.codeproject.com/Articles/6308/AppSettings-Implementation-for-Compact-Framework Licensed under the Code Project Open License (CPOL) 1.02. You may obtain a copy of the License at http://www.codeproject.com/info/cpol10.aspx. A copy of the License is below: The Code Project Open License (CPOL) 1.2
Oracle Hospitality e7	Windows CE Device ID Retrieval Microsoft	https://msdn.microsoft.com/en-us/library/aa446562.aspx Copyright (c) 2013, Microsoft Developer Services Agreement and Microsoft Limited Public License.

Hospitality Product(s)	Component(s)	Licensing Information
		You may obtain a copy of the License at https://msdn.microsoft.com/en-us/cc300389.aspx.
		A copy of the License is below:
		Microsoft Developer Services Agreement
Oracle Hospitality e7	Base 36 Type for .NET	http://www.codeproject.com/Articles/6308/AppSettings-Implementation-for-Compact-Framework
		This article has no explicit license attached to it but may contain usage terms in the article text or the download files themselves. If in doubt please contact the author via the discussion board below.
Oracle Hospitality e7	ATL Toolbox like VS .NET 2003	http://www.codeproject.com/Articles/11869/An-ATL-Toolbox-control-like-that-of-VS-NET
		Licensed under the Code Project Open License (CPOL) 1.02.
		You may obtain a copy of the License at http://www.codeproject.com/info/cpol10.aspx.
		A copy of the License is below:
		The Code Project Open License (CPOL) 1.2
Oracle Hospitality e7	Modifying Dialing Parameters/Patterns programmatically	http://www.codeproject.com/Articles/6054/Modifying-Dialing-Parameters-Patterns-programatica
		Licensed under the Code Project Open License (CPOL) 1.02.
		You may obtain a copy of the License at http://www.codeproject.com/info/cpol10.aspx.
		A copy of the License is below:
		The Code Project Open License (CPOL) 1.2
Oracle Hospitality e7	Shared Source Common Language Infrastructure Microsoft Version 1.0	http://www.microsoft.com/en-us/download/details.aspx?id=14124
		Licensed under the Microsoft Shared Source CLI, C#, and Jscript License.
		A copy of the License is below:
		Microsoft Shared Source CLI, C#, and JScript License
Oracle Hospitality e7	.NET Framework Data Provider Microsoft	http://technet.microsoft.com/en-us/sqlserver/26xsd945%28v=vs.103%29.aspx

Hospitality Product(s)	Component(s)	Licensing Information
		Copyright (c) 2013, Microsoft Developer Services Agreement and Microsoft Limited Public License.
		You may obtain a copy of the License at https://msdn.microsoft.com/en-us/cc300389.aspx.
		A copy of the License is below:
		Microsoft Developer Services Agreement
Oracle Hospitality e7	Microsoft .NET Compact Framework-based DateTimePicker Control Microsoft	https://msdn.microsoft.com/en-us/library/aa446530.aspx Licensed under the Microsoft Shared Source License. A copy of the License is below: Microsoft Shared Source License for Microsoft® .NET Compact Framework-based DateTimePicker Control Sample
Oracle Hospitality e7, e7 EU	Quiksoft Software Quiksoft Version 3.0.1.23	Software (binary form) includes documentation. (Agreement, Sec. 1 - Pg. 1) The Developer License is subject to following terms and conditions – 1) The Software is not modified, including the original proprietary notices contained in the Software. (Agreement, Sec. 2.2.4 (d) – Pg. 1) 2) Each Application must be completely owned by Micros and bear a copyright notice in Micros name which is visible to the end user. (Agreement, Sec. 2.2.4 (e) – Pg. 1) 3) Micros should not use Quiksoft's name, logo or trademark in Micros literature or to market Micros Application. (Agreement, Sec. 2.2.4 (f) – Pg. 1) Micros agree to respect and not to remove, modify, obliterate, or cancel from view any copyright, trademark, logo, confidentiality or other proprietary notice, mark or legend appearing in the Software or output generated by the Software and to reproduce and include same on each copy of Software. (Agreement, Sec. 4 - Pg. 1)
Oracle Hospitality e7, e7 EU	C# StringTemplate Terence Parr	Copyright (c) 2011-2013 Terence Parr All rights reserved.

Hospitality Product(s)	Component(s)	Licensing Information
		Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:
		Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
		The name of the author may not be used to endorse or promote products derived from this software without specific prior written permission.
		THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
Oracle Hospitality e7, e7 EU	Libopenmetaverse Open Metaverse Foundation	This license governs use of the accompanying software. If you use the software, you accept this license. If you do not accept the license, do not use the software.
		1. Definitions
		The terms "reproduce," "reproduction," "derivative works," and "distribution" have the same meaning here as under U.S. copyright law.
		A "contribution" is the original software, or any additions or changes to the software.

Hospitality Product(s)	Component(s)	Licensing Information
		A "contributor" is any person that distributes its contribution under this license.
		"Licensed patents" are a contributor's patent claims that read directly on its contribution.
		2. Grant of Rights
		(A) Copyright Grant- Subject to the terms of this license, including the license conditions and limitations in section 3, each contributor grants you a non-exclusive, worldwide, royalty-free copyright license to reproduce its contribution, prepare derivative works of its contribution, and distribute its contribution or any derivative works that you create.
		(B) Patent Grant- Subject to the terms of this license, including the license conditions and limitations in section 3, each contributor grants you a non-exclusive, worldwide, royalty-free license under its licensed patents to make, have made, use, sell, offer for sale, import, and/or otherwise dispose of its contribution in the software or derivative works of the contribution in the software.
		3. Conditions and Limitations
		(A) No Trademark License- This license does not grant you rights to use any contributors' name, logo, or trademarks.
		(B) If you bring a patent claim against any contributor over patents that you claim are infringed by the software, your patent license from such contributor to the software ends automatically.
		(C) If you distribute any portion of the software, you must retain all copyright, patent, trademark, and attribution notices that are present in the software.
		(D) If you distribute any portion of the software in source code form, you may do so only under this license by including a complete copy of this license with your distribution. If you distribute any portion of the software in

Hospitality Product(s)	Component(s)	Licensing Information
		compiled or object code form, you may only do so under a license that complies with this license. (E) The software is licensed "as-is." You bear the risk of using it. The contributors give no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this license cannot change. To the extent permitted under your local laws, the contributors exclude the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
Oracle Hospitality e7, e7 EU	Bouncy Castle C# API The Legion of the Bouncy Castle Version 1.8 (Global) Version 1.8.1 (EU)	https://www.bouncycastle.org/licence.html Copyright (c) 2000 - 2015 The Legion of the Bouncy Castle Inc. (http://www.bouncycastle.org) Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions: The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software. THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.
Oracle Hospitality e7 EU	Inno Setup JRSoftware	Except where otherwise noted, all of the documentation and software included in the Inno Setup package is copyrighted by Jordan Russell.

Hospitality Product(s)	Component(s)	Licensing Information
		Copyright (C) 1997-2016 Jordan Russell. All rights reserved.
		Portions Copyright (C) 2000-2016 Martijn Laan. All rights reserved.
		This software is provided "as-is," without any express or implied warranty.
		In no event shall the author be held liable for any damages arising from the use of this software.
		Permission is granted to anyone to use this software for any purpose, including commercial applications, and to alter and redistribute it, provided that the following conditions are met:
		1. All redistributions of source code files must retain all copyright notices that are currently in place, and this list of conditions without modification.
		2. All redistributions in binary form must retain all occurrences of the above copyright notice and web site addresses that are currently in place (for example, in the About boxes).
		3. The origin of this software must not be misrepresented; you must not claim that you wrote the original software. If you use this software to distribute a product, an acknowledgment in the product documentation would be appreciated but is not required.
		4. Modified versions in source or binary form must be plainly marked as such, and must not be misrepresented as being the original software.
		Jordan Russell
		jr-2010 AT jrsoftware.org
		http://www.jrsoftware.org/

3   Licenses

The Code Project Open License (CPOL) 1.2

Preamble

This License governs Your use of the Work. This License is intended to allow developers to use the Source Code and Executable Files provided as part of the Work in any application in any form.

The main points subject to the terms of the License are:

- Source Code and Executable Files can be used in commercial applications;
- Source Code and Executable Files can be redistributed; and
- Source Code can be modified to create derivative works.
- No claim of suitability, guarantee, or any warranty whatsoever is provided. The software is provided "as-is".
- The Article(s) accompanying the Work may not be distributed or republished without the Author's consent

This License is entered between You, the individual or other entity reading or otherwise making use of the Work licensed pursuant to this License and the individual or other entity which offers the Work under the terms of this License ("Author").

License

THE WORK (AS DEFINED BELOW) IS PROVIDED UNDER THE TERMS OF THIS CODE PROJECT OPEN LICENSE ("LICENSE"). THE WORK IS PROTECTED BY COPYRIGHT AND/OR OTHER APPLICABLE LAW. ANY USE OF THE WORK OTHER THAN AS AUTHORIZED UNDER THIS LICENSE OR COPYRIGHT LAW IS PROHIBITED.

BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HEREIN, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. THE AUTHOR GRANTS YOU THE RIGHTS CONTAINED HEREIN IN CONSIDERATION OF YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ACCEPT AND BE BOUND BY THE TERMS OF THIS LICENSE, YOU CANNOT MAKE ANY USE OF THE WORK.

Definitions.

"Articles" means, collectively, all articles written by Author which describes how the Source Code and Executable Filesfor the Work may be used by a user.

a. "**Author**" means the individual or entity that offers the Work under the terms of this License.
b. "**Derivative Work**" means a work based upon the Work or upon the Work and other pre-existing works.
c. "**Executable Files**" refer to the executables, binary files, configuration and any required data files included in the Work.

End-User License Agreement For Freeware

IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE INSTALLING OR EXECUTING THE PROGRAM.

This End-User License Agreement (referred to as "EULA") is a legal agreement between you (either an individual or a single entity) and Stephan Brenner for Freeware from Stephan Brenner which may include associated software components, media, printed materials, and "online" or electronic documentation (referred to as "software product"). By installing, copying, or otherwise using the software product, you agree to be bound by the terms of this EULA. This license agreement represents the entire agreement concerning the program between you and Stephan Brenner (referred to as "licenser") and it supersedes any prior proposal, representation, or understanding between the parties. If you do not agree to the terms of this EULA, do not install or use the software product.

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.

1. GRANT OF LICENSE.

The software product is licensed as follows:

(a) Installation and Use.

Stephan Brenner grants you the right to install and use copies of the software product on your computer running a validly licensed copy of the operating system for which the software product was designed.

(b) Backup Copies.

You may make copies of the software product as may be necessary for backup and archival purposes.

(c) Distribution.

You may also distribute copies of the software product to third parties. In this case make sure they accept the terms and conditions of this EULA before they install the program.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

(a) Maintenance of Copyright Notices.

You must not remove or alter any copyright notices on any and all copies of the software product.

(b) Prohibition 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.

(c) Support Services.

Stephan Brenner may provide you with support services related to the software product. 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.

(d) Compliance with Applicable Laws.

You must comply with all applicable laws regarding use of the software product.

3. TERMINATION

Without prejudice to any other rights, Stephan Brenner 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 in your possession.

4. COPYRIGHT

All title, including but not limited to copyrights, in and to the software product and any copies thereof are owned by Stephan Brenner 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 Stephan Brenner.

5. NO WARRANTIES

Stephan Brenner expressly disclaims any warranty for the software product. The software product is provided 'As Is' without any express or implied warranty of any kind, including but not limited to any warranties of merchantability, noninfringement, or fitness of a particular purpose. Stephan Brenner does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the software product. Stephan Brenner makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb, or other such computer program. Stephan Brenner further expressly disclaims any warranty or representation to Authorized Users or to any third party.

6. LIMITATION OF LIABILITY

In no event shall Stephan Brenner be liable for any damages (including, without limitation, lost profits, business interruption, or lost information) rising out of 'Authorized Users' use of or inability to use the software product, even if Stephan Brenner has been advised of the possibility of such damages. In no event will Stephan Brenner be liable for loss of data or for indirect, special, incidental, consequential (including lost profit), or other damages based in contract, tort or otherwise. Stephan Brenner shall have no liability with respect to the content of the software product or any part thereof, including but not limited to errors or omissions contained therein, libel, infringements of rights of publicity, privacy, trademark rights, business interruption, personal injury, loss of privacy, moral rights or the disclosure of confidential information.

End User License Agreement for Microsoft Software: Microsoft Windows CE .NET 4.2

IMPORTANT—READ CAREFULLY: **This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Microsoft Corporation ("Microsoft") for the Microsoft software that accompanies this EULA, which includes computer software and may include associated media, printed materials, "online" or electronic documentation, and Internet-based services ("SOFTWARE PRODUCT"). An**

amendment or addendum to this EULA may accompany the SOFTWARE PRODUCT. YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE PRODUCT. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, OR USE THE SOFTWARE PRODUCT; YOU MAY RETURN IT TO YOUR PLACE OF PURCHASE (IF APPLICABLE) FOR A FULL REFUND.

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.

Separate Distribution License Required. Except as expressly provided in Section 2 of this EULA, this EULA does not grant you rights to reproduce and distribute the Windows CE .NET operating system component of the SOFTWARE PRODUCT. If you desire to obtain other rights not expressly granted in this EULA to distribute the Windows CE .NET operating system, you must first obtain and comply with the terms and conditions of a royalty-bearing license from Microsoft. For more information, please go to http://www.microsoft.com/windows/embedded or contact your Microsoft Account Manager or Distributor, as applicable.

1. GRANT OF LICENSE. This EULA grants you the following rights:

    a. **SOFTWARE PRODUCT.** Microsoft grants to you as an individual, a personal, nonexclusive and limited license to install and use a single copy of the SOFTWARE PRODUCT on a single computer residing on your premises for the sole purposes of developing and testing the following products solely for use with Microsoft Windows CE .NET operating system software ("Windows CE .NET"): (i) an embedded hardware device running a version of Windows CE .NET configured through your use of the SOFTWARE PRODUCT; (ii) your software application for Windows CE .NET; or (iii) the OEM Adaptation Layer ("OAL") and device drivers for Windows CE .NET as those terms are described in the SOFTWARE PRODUCT documentation. You may flash or download the version of Windows CE .NET configured through your use of the SOFTWARE PRODUCT from your computer for (x) use on a reasonable number of embedded hardware devices you use for development and testing in accordance with the terms of this EULA and (y) subject to your compliance with Section 2, inclusion in the Custom SDK solely for development and testing purposes. Your software application and the other products described in items (i) through (iii) of this Section 1.a. are collectively referred to as your "Product for Windows CE .NET". You must be the only individual using the SOFTWARE PRODUCT. If you are an entity, only one individual within your organization has the right to use the SOFTWARE PRODUCT in the manner provided above.

    b. **Sample Code.** Microsoft grants you the non-exclusive, limited right to modify those portions of the SOFTWARE PRODUCT that are identified as: (i) "sample code" in the documentation; (ii) the OAL and device driver code; (iii) the operating system header files located in the directory \public\common\oak\inc and the library files located in the directory \public\common\oak\lib; (iv) source code to the Microsoft Active Template Library for Windows CE .NET ("ATL") and Microsoft Foundation Classes runtime for Windows CE .NET ("MFC") located on the installation media in directories OTHERS\MFC and OTHERS\ATL; and (v) any CESYSGEN.BAT, *.REG, *.BIB, *.DB

and *.DAT files, solely for the development and testing purposes described in Section 1.a. above.

c. **Windows Media Components; Digital Rights Management ("DRM").** You may use the Microsoft Windows Media components listed in the SOFTWARE PRODUCT's WM.txt file ("Windows Media Components") as provided in Section 1.a. of this EULA, provided that you comply with the Windows Media File Extension Requirements set forth in the WMFILEEXT.txt file. In order to utilize the DRM feature of the Windows CE .NET Platform Builder Tool, you must first obtain from Microsoft a separate license agreement and custom signed DRM module. Other supporting technologies may also be necessary. Please consult the on-line documentation accompanying this SOFTWARE PRODUCT for more information. If the WMFILEEXT.txt file does not exist or you cannot locate it in the SOFTWARE PRODUCT and/or you desire to utilize the DRM feature, contact Microsoft at wmla@microsoft.com.

d. **Redistributable Files.** Provided that you comply with the Redistributable Requirements set forth in Section 1.e. below and otherwise comply with the terms of this EULA, Microsoft grants you the non-exclusive and limited right to reproduce and distribute:

(i) the source and object code versions of software identified as "sample code" in the documentation (including any modifications made pursuant to this EULA);

(ii) the source and object code versions of the OAL and device driver code including any modifications made pursuant to this EULA);

(iii) the operating system header, library and binary files generated as part of the Windows CE .NET configurations developed with the SOFTWARE PRODUCT pursuant to the instructions in thedocumentation for generating configurations. You may provide these operating system header, library and binary files to third parties for the sole purpose of allowing third parties to develop and/or test your Product for Windows CE .NET;

(iv) the *.dll files (object files), the *.lib files (library files) and the *.h (header files) resulting from the modifications made to the ATL or MFC or source code pursuant to this EULA;

(v) the unmodified object code of the ATL, MFC file versions identified in the REDIST.TXT file found on the installation media. You may redistribute these unmodified files in object code solely under their original filenames and solely as part of your Product for Windows CE .NET. In the event you modify these ATL and MFC Sample Code source code files you may redistribute the resulting object code files solely as part of your Product for Windows CE .NET provided that you: (1) rename the files; and (2) include a statement in documentation accompanying your Product for Windows CE .NET that states **"These files have been modified. The modified ATL/MFC files are not provided by Microsoft. Support for these modified ATL/MFC files is not provided by Microsoft."** A copy of this *no support by Microsoft* statement must be included in the same directory in which you locate the modified ATL/MFC files.

Subsection (i) and (iv) referred to collectively as "REDISTRIBUTABLES".

e. **Redistribution Requirements.** If you redistribute the REDISTRIBUTABLES you agree to: (i) distribute the REDISTRIBUTABLES only in conjunction with and as a part of our Product for Windows CE .NET, which is developed by you in accordance with the terms of the EULA, that adds significant and primary functionality to the REDISTRIBUTABLES; (ii) not use Microsoft's name, logo, or trademarks to market your Product for Windows CE .NET; (iii) include a valid copyright notice on your Product for Windows CE .NET; (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 your Product for Windows CE .NET; and (v) not permit further distribution of the REDISTRIBUTABLES. The following **exception** applies to subsection (v) of this Section e: 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 your Product for Windows CE .NET and you and your distributors comply with all other terms of this EULA.

f. **Public Demonstration of Your Product for Windows CE .NET.** Subject to your compliance with the Demonstration Requirements set forth in Section 1.g. below, you may publicly demonstrate your Product for Windows CE .NET to your customers and potential customers at your facilities and/or tradeshows and similar events; however, you may not distribute or provide any demonstration models of your Product for Windows CE .NET to any third parties without first obtaining a distribution license from Microsoft.

g. **Demonstration Requirements.** If you demonstrate your Product for Windows CE .NET that includes any component of the SOFTWARE PRODUCT, you agree to: (i) not use Microsoft's name, logo, or trademarks to advertise, market or promote your demonstration version Product for Windows CE .NET; (ii)include a valid copyright notice on such Product for Windows CE .NET; (iii) clearly mark such Product for Windows CE .NET as "prerelease" or "beta"; (iv) not provide or distribute such Product for Windows CE .NET to any third party; and (v) indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorney fees, that arise or result from use or demonstration of your Product for Windows CE .NET.

2. CUSTOM SOFTWARE DEVELOPMENT KIT EXPORT WIZARD.

a. **Export SDK Wizard.** You may use the Microsoft Export SDK Wizard ("Export SDK Wizard") to generate a custom software development kit for the development of software applications to run on your Product for Windows CE .NET. The Microsoft Custom Software Development Kit for Windows CE .NET generated by the Export SDK Wizard ("Custom SDK") automatically includes the portions of the SOFTWARE PRODUCT that have been identified in the \Windows CE Tools\WCE420\<SDK Name>\MS Manifest.txt root directory. In addition to software developed by you, only the runtime image ("Emulation Prototype") configured by you pursuant to Section 1.a.(y) and the files that are listed in MS Manifest.txt may be included in the Custom SDK.

b. **Custom SDK.** Subject to your compliance with all of the terms and conditions of this EULA, including without limitation Section 3.g., Microsoft grants you a limited, non-exclusive license to distribute the Custom SDK to third parties wishing to develop software applications for your Product for Windows CE .NET provided that you: (i)

distribute the Custom SDK with the Microsoft Custom Software Development Kit for Windows CE .NET end-user license agreement located in the \Program Files\Windows CE Platform Builder\4.20\cepb\bin\rollerfiles\ directory ("Microsoft Custom SDK EULA"); (ii) provide your end-user license agreement for those portions of software developed by you with the SOFTWARE PRODUCT and distributed with the Custom SDK ("Platform Developer SDK EULA"), which Platform Developer SDK EULA must be substantially similar, but not less favorable to third party software application developers, than the Microsoft Custom SDK EULA; (iii) you may not permit further distribution of the Custom SDK, including without limitation the Emulation Prototype; (iv) identify those portions of software developed by you and distributed with the Custom SDK either in your Platform Developer SDK EULA or documentation that you provide with the Custom SDK; (v) include the following statement in documentation accompanying the Custom SDK: **"Microsoft Corporation does not provide support services for the components provided to you in this Custom Software Development Kit. If you have any questions or require technical assistance, please contact [insert Company Name]."**

3. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

a. **Reservation of Rights/No Other Software Components.** This EULA grants you rights solely with regard to your use of the SOFTWARE PRODUCT. Microsoft reserves all rights not expressly granted to you in this EULA.

b. **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.

c. **Competing Product.** You may not use the SOFTWARE PRODUCT or any portion thereof, including without limitation the runtime images generated by your use of the SOFTWARE PRODUCT, to create a product that competes with the SOFTWARE PRODUCT.

d. **Device Limitations.** You may not use or include the SOFTWARE PRODUCT, nor any components thereof, including without limitation any runtimes generated using the SOFTWARE PRODUCT, in the development of any device or system in which a malfunction would result in foreseeable risk of personal injury, death or severe physical or environmental damage. For more information contact your Microsoft Account Manager or Distributor, as applicable.

e. **Microsoft Additional Source-Level Debugging Code for Windows CE .NET ("Shared Source Code").** If included with the edition of the SOFTWARE PRODUCT you have acquired with this EULA, the Shared Source Code shall be subject to the terms and conditions of the license agreement that accompanies such Shared Source Code. The EULA for the SOFTWARE PRODUCT does not grant you any rights with respect to the Shared Source Code.

f. **Components.** The SOFTWARE PRODUCT may include certain Microsoft and/or third party component products ("Component Products") which may contain their own license agreements (each a "Component Agreement"). In the event of inconsistencies between this EULA and any Component Agreement, the terms of use of the Component Agreement shall control solely for the respective Component Product.

g. **Identified Software.** Your license rights to the SOFTWARE PRODUCT, including without limitation the Custom SDK, are conditioned upon you not (a) creating derivative works of the SOFTWARE PRODUCT in any manner that would cause the SOFTWARE PRODUCT in whole or in part to become subject to any of the terms of the Excluded License or (b) distributing the SOFTWARE PRODUCT (or derivative works thereof) in any manner that would cause the SOFTWARE PRODUCT to become subject to any terms of the Excluded License. An "Excluded License" is any license that requires as a condition of use, modification and/or distribution of software subject to the Excluded License, that such software or other software combined and/or distributed with such software be (x) disclosed or distributed in source code form; (y) licensed for the purpose of making derivative works; or (z) redistributable at no charge.

h. **Academic Edition Software.** If the SOFTWARE PRODUCT is identified as "Academic Edition" or "AE," you must be a "Qualified Educational User" to use the SOFTWARE PRODUCT. For qualification-related questions, please contact the Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399 or the Microsoft subsidiary serving your country.

i. **Not for Resale Software.** SOFTWARE PRODUCT identified as "Not for Resale" or "NFR," may not be resold, transferred or used for any purpose other than demonstration, test or evaluation.

j. **Consent to Use of Data.** You agree that Microsoft and its affiliates may collect and use technical information gathered in any manner as part of the product support services provided to you, if any, related to the SOFTWARE PRODUCT. Microsoft may use this information solely to improve our products or to provide customized services or technologies to you. Microsoft may disclose this information to others, but not in a form that personally identifies you.

k. **Internet-Based Services Components.** The SOFTWARE PRODUCT may contain components that enable and facilitate the use of certain Internet-based services. You acknowledge and agree that Microsoft may automatically check the version of the SOFTWARE PRODUCT and/or its components that you are utilizing and may provide upgrades or fixes to the SOFTWARE PRODUCT that will be automatically downloaded on to the computing device that includes such components.

l. **Software Transfer.**

- *Transfer - Internal.* You may move the SOFTWARE PRODUCT to a different computer on your premises. After the transfer, you must completely remove the SOFTWARE PRODUCT from the former computer.

- *Transfer to Third Party.* The initial user of the SOFTWARE PRODUCT may make a one-time transfer of the SOFTWARE PRODUCT to another end user. The transfer must include all component parts, media, printed materials, this EULA, and if applicable, the Certificate of Authenticity. The transfer may not be an indirect transfer, such as a consignment. The end user receiving the transferred SOFTWARE PRODUCT must agree to all of the EULA terms prior to installing, copying or otherwise using the SOFTWARE PRODUCT.

- *No Rental.* You may not rent, lease, lend or provide commercial hosting services to third parties with the SOFTWARE PRODUCT. m. 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.

4. UPGRADES/DOWNGRADES.

a. **Upgrades.** To use a SOFTWARE PRODUCT labeled as an upgrade, you must first be licensed for the product identified by Microsoft as eligible for the upgrade. After upgrading, you may no longer use the product that formed the basis for your upgrade eligibility.

b. **Downgrades.** Instead of installing and using the SOFTWARE PRODUCT, you may install and use one copy of one of the earlier versions of the SOFTWARE PRODUCT released by Microsoft under the names Microsoft Windows CE .NET 4.0 or Microsoft Windows CE .NET 4.1 (hereinafter "PREVIOUS RELEASE") on a single computer, provided that you completely remove such PREVIOUS RELEASE and install the SOFTWARE PRODUCT within a reasonable time. Your use of such PREVIOUS RELEASE shall be governed by this EULA, and your rights to use such PREVIOUS RELEASE shall terminate when you install the SOFTWARE PRODUCT.

5. ADDITIONAL SOFTWARE/SERVICES. This EULA applies to additional software and updates of the SOFTWARE PRODUCT, including without limitation supplements, service packages, hot fixes, or add-on components (collectively "Supplements") that Microsoft may provide to you or make available to you after the date you obtain your initial copy of the SOFTWARE PRODUCT, unless we provide other terms along with such Supplements.

6. DUAL-MEDIA SOFTWARE. You may receive the SOFTWARE PRODUCT in more than one medium. Regardless of the type or size of medium you receive, you may use only one medium that is appropriate for your single computer. You may not use or install the other medium on another computer. You may not loan, rent, lease, or otherwise transfer the other medium to another user, except as part of the permanent transfer (as provided above) of the SOFTWARE PRODUCT.

7. U.S. GOVERNMENT RIGHTS. All SOFTWARE PRODUCT provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere herein. All SOFTWARE PRODUCT provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987)or DFAR,48 CFR 252.227-7013 (OCT 1988), as applicable.

8. EXPORT RESTRICTIONS. You acknowledge that the SOFTWARE PRODUCT is subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to these products, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information on exporting Microsoft products, see http://www.microsoft.com/exporting/.

9. LIMITED WARRANTY FOR SOFTWARE PRODUCT ACQUIRED IN THE US AND CANADA. Except with respect to the Redistributables, which are provided "AS IS" without warranty of any kind, Microsoft warrants that the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying materials for a period of ninety (90) days from the date of receipt. If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE

PERIOD OF THIS LIMITED WARRANTY (NINETY (90) DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY (90) DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you. Any Supplements to the SOFTWARE PRODUCT, including without limitation, any (if any) updates, service packs or hot fixes provided to you after the expiration of the ninety-day Limited Warranty period are not covered by any warranty or condition, express, implied or statutory.

LIMITATION ON REMEDIES; NO CONSEQUENTIAL OR OTHER DAMAGES. Your exclusive remedy for any breach of this Limited Warranty is as set forth below. **Except for any refund elected by Microsoft, YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, if the SOFTWARE PRODUCT does not meet Microsoft's Limited Warranty, and, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose.** The terms of Section 11 below ("Exclusion of Incidental, Consequential and Certain Other Damages") are also incorporated into this Limited Warranty. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights. You may have others which vary from state/jurisdiction to state/jurisdiction.

YOUR EXCLUSIVE REMEDY. Microsoft's and its suppliers' entire liability and your exclusive remedy shall be, at Microsoft's option from time to time exercised subject to applicable law, (a) return of the price paid (if any) for the SOFTWARE PRODUCT, or (b) repair or replacement of the SOFTWARE PRODUCT, that does not meet this Limited Warranty and that is returned to Microsoft with a copy of your receipt. You will receive the remedy elected by Microsoft without charge, except that you are responsible for any expenses you may incur (e.g. cost of shipping the SOFTWARE PRODUCT to Microsoft). This Limited Warranty is void if failure of the SOFTWARE PRODUCT has resulted from accident, abuse, misapplication, abnormal use or a virus. 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 or Canada, neither these remedies nor any product support services offered by Microsoft are available without proof of purchase from an authorized international source. To exercise your remedy, contact: Microsoft, Attn. Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399, or the Microsoft subsidiary serving your country.

LIMITED WARRANTY FOR SOFTWARE PRODUCT ACQUIRED OUTSIDE THE US OR CANADA. FOR THE LIMITED WARRANTIES AND SPECIAL PROVISIONS PERTAINING TO YOUR PARTICULAR JURISDICTION, PLEASE REFER TO YOUR WARRANTY BOOKLET INCLUDED WITH THIS PACKAGE OR PROVIDED WITH THE SOFTWARE PRODUCT PRINTED MATERIALS.

10. DISCLAIMER OF WARRANTIES. The Limited Warranty that appears above is the only express warranty made to you and is provided in lieu of any other express warranties (if any) created by any documentation, packaging or other communications. Except for the Limited Warranty and to the maximum extent permitted by applicable law, Microsoft and its suppliers provide the SOFTWARE PRODUCT and support services (if any) *AS IS AND WITH ALL FAULTS*, and hereby disclaim all other warranties and conditions, whether express, implied, or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack

of negligence, all with regard to the SOFTWARE PRODUCT, and the provision of or failure to provide support or other services, information, software, and related content through the SOFTWARE PRODUCT or otherwise arising out of the use of the SOFTWARE PRODUCT. *ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION, OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE PRODUCT*.

11. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL, AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MICROSOFT OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE PRODUCT OR OTHERWISE ARISING OUT OF OR THE USE OF THE SOFTWARE PRODUCT, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE),STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY OF MICROSOFT OR ANY SUPPLIER, AND EVEN IF MICROSOFT OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. LINKS TO THIRD PARTY SITES. You may link to third party sites through the use of the SOFTWARE PRODUCT. The third party sites are not under the control of Microsoft, and Microsoft is not responsible for the contents of any third party sites, any links contained in third party sites, or any changes or updates to third party sites. Microsoft is not responsible for web casting or any other form of transmission received from any third party sites. Microsoft is providing these links to third party sites to you only as a convenience, and the inclusion of any link does not imply an endorsement by Microsoft of the third party site.

13. LIMITATION OF LIABILITY AND REMEDIES. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES),THE ENTIRE LIABILITY OF MICROSOFT AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS EULA AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING (EXCEPT FOR ANY REMEDY OF REPAIR OR REPLACEMENT ELECTED BY MICROSOFT WITH RESPECT TO ANY BREACH OF THE LIMITED WARRANTY) SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE PRODUCT OR U.S.$5.00. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS (INCLUDING SECTIONS 9, 10 AND 11 ABOVE) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

14. APPLICABLE LAW. If you acquired this SOFTWARE PRODUCT in the United States, this EULA is governed by the laws of the State of Washington. If you acquired this SOFTWARE PRODUCT in Canada, unless expressly prohibited by local law, this EULA is governed by the laws in force in the Province of Ontario, Canada, and, in respect of any dispute which may

arise hereunder, you consent to the jurisdiction of the federal and provincial courts sitting in Toronto, Ontario. If this SOFTWARE PRODUCT was acquired outside the United States, then local law may apply.

15. INTELLECTUAL PROPERTY. The SOFTWARE PRODUCT is protected by copyright and other intellectual property laws and treaties. Microsoft or its suppliers own the title, copyright, and other intellectual property rights in the SOFTWARE PRODUCT.

16. ENTIRE AGREEMENT. This EULA (including any addendum or amendment to this EULA which is included with the SOFTWARE PRODUCT) is the entire agreement between you and Microsoft relating to the SOFTWARE PRODUCT and support services (if any), and it supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to the SOFTWARE PRODUCT or any other subject matter covered by this EULA. To the extent the terms of any Microsoft policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control.

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

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

GARANTIE LIMITÉE

SAUF EN CE QUI CONCERNE LES ÉLÉMENTS REDISTRIBUABLES (DÉFINIS COMME « REDISTRIBUTABLES » À L'ARTICLE 1(E) CI-DESSUS) ET LES ÉLÉMENTS .NET COMPACT FRAMEWORK COMPONENTS (TELS QUE DECRITS A L'ARTICLE 1(C) CI-DESSUS) QUI SONT FORUNIS "TELS QUELS" ET SANS GARANTIE AUCUNE, MICROSOFT GARANTIT QUE LE PRODUIT FONCTIONNERA SUBSTANTIELLEMENT EN CONFORMITÉ AVEC LA DOCUMENTATION QUI L'ACCOMPAGNE PENDANT UNE PÉRIODE DE 90 JOURS SUIVANT LA DATE DE RÉCEPTION.

SI UNE GARANTIE OU CONDITION IMPLICITE EST CRÉÉE PAR VOTRE ÉTAT OU VOTRE TERRITOIRE ET QU'UNE LOI FÉDÉRALE, PROVINCIALE OU ÉTATIQUE EN INTERDIT LE DÉNI, VOUS JOUISSEZ ÉGALEMENT D'UNE GARANTIE OU CONDITION IMPLICITE, MAIS UNIQUEMENT POUR LES DÉFAUTS DÉCOUVERTS DURANT LA PÉRIODE DE LA PRÉSENTE GARANTIE LIMITÉE (QUATRE-VINGTDIX (90) JOURS). IL N'Y A AUCUNE GARANTIE OU CONDITION DE QUELQUE NATURE QUE CE SOIT QUANT AUX DÉFAUTS DÉCOUVERTS APRÈS CETTE PÉRIODE DE QUATRE-VINGT-DIX JOURS. CERTAINS ÉTATS OU TERRITOIRES NE PERMETTENT PAS DE LIMITER LA DURÉE D'UNE GARANTIE OU CONDITION IMPLICITE DE SORTE QUE LA LIMITATION CI-DESSUS PEUT NE PAS S'APPLIQUER À VOUS.

TOUS LES SUPPLÉMENTS RELATIFS AU PRODUIT, Y COMPRIS NOTAMMENT (LE CAS ÉCHÉANT) TOUTES LES MISES À JOUR, LES ENSEMBLES DE SERVICES OU LES RÉPARATIONS À CHAUD QUI VOUS SONT FOURNIS APRÈS L'EXPIRATION DE LA PÉRIODE DE QUATRE-VINGT-DIX JOURS DE LA GARANTIE LIMITÉE, NE SONT PAS COUVERTS PAR QUELQUE GARANTIE OU CONDITION QUE CE SOIT, EXPRESSE, IMPLICITE OU EN VERTU DE LA LOI.

LIMITATION DES RECOURS; ABSENCE DE DOMMAGES INDIRECTS OU AUTRES. VOTRE RECOURS EXCLUSIF POUR TOUTE VIOLATION DE LA PRÉSENTE GARANTIE LIMITÉE EST DÉCRIT CI-APRÈS. SAUF POUR TOUT REMBOURSEMENT AU CHOIX DE MICROSOFT, SI LE PRODUIT NE RESPECTE PAS LA GARANTIE LIMITÉE DE MICROSOFT ET, DANS TOUTE LA MESURE PERMISE PAR LE DROIT APPLICABLE, MÊME SI TOUT RECOURS N'ATTEINT PAS SON BUT ESSENTIEL, VOUS N'AVEZ DROIT À AUCUN DOMMAGE, NOTAMMENT DES DOMMAGES INDIRECTS. LES MODALITÉS DE LA CLAUSE «EXCLUSION DES DOMMAGES ACCESSOIRES, INDIRECTS ET DE CERTAINS AUTRES DOMMAGES» SONT ÉGALEMENT INCORPORÉES À LA PRÉSENTE GARANTIE LIMITÉE. CERTAINS ÉTATS OU TERRITOIRES NE PERMETTENT PAS L'EXCLUSION OU LA LIMITATION DES DOMMAGES INDIRECTS OU ACCESSOIRES DE SORTE QUE LA LIMITATION OU L'EXCLUSION CI-DESSUS PEUT NE PAS S'APPLIQUER À VOUS. LA PRÉSENTE GARANTIE LIMITÉE VOUS DONNE DES DROITS LÉGAUX SPÉCIFIQUES. VOUS POUVEZ AVOIR D'AUTRES DROITS QUI PEUVENT VARIER D'UN TERRITOIRE OU D'UN ÉTAT À UN AUTRE. VOTRE RECOURS EXCLUSIF. LA RESPONSABILITÉ INTÉGRALE DE MICROSOFT ET DE SES FOURNISSEURS ET VOTRE RECOURS EXCLUSIF SERONT, SELON LE CHOIX DE MICROSOFT TEL QU'EXPRIMÉ DE TEMPS À AUTRE SOUS RÉSERVE DE TOUTE LOI APPLICABLE, A) LE REMBOURSEMENT DU PRIX PAYÉ, LE CAS ÉCHÉANT, POUR LE PRODUIT OU B) LA RÉPARATION OU LE REMPLACEMENT DU PRODUIT QUI NE RESPECTE PAS LA PRÉSENTE GARANTIE LIMITÉE ET QUI EST RETOURNÉ À MICROSOFT AVEC UNE COPIE DE VOTRE REÇU. VOUS RECEVREZ LA COMPENSATION CHOISIE PAR MICROSOFT, SANS FRAIS, SAUF QUE VOUS ÊTES RESPONSABLE DES DÉPENSES QUE VOUS POURRIEZ ENGAGER (P. EX., LES FRAIS D'ENVOI DU PRODUIT À MICROSOFT). LA PRÉSENTE GARANTIE LIMITÉE EST NULLE SI LA DÉFECTUOSITÉ DU PRODUIT EST CAUSÉE PAR UN ACCIDENT, UN USAGE ABUSIF, UNE MAUVAISE APPLICATION, UN USAGE ANORMAL OU UN VIRUS. TOUT PRODUIT DE REMPLACEMENT SERA GARANTI POUR LE RESTE DE LA PÉRIODE DE GARANTIE INITIALE OU PENDANT TRENTE (30) JOURS, SELON LA PLUS LONGUE ENTRE CES DEUX PÉRIODES. À L'EXTÉRIEUR DES ÉTATS-UNIS OU DU CANADA, CES RECOURS OU L'UN QUELCONQUE DES SERVICES DE SOUTIEN TECHNIQUE OFFERTS PAR MICROSOFT NE SONT PAS DISPONIBLES SANS PREUVE D'ACHAT D'UNE SOURCE INTERNATIONALE AUTORISÉE. POUR EXERCER VOTRE RECOURS, VOUS DEVEZ COMMUNIQUER AVEC MICROSOFT ET VOUS ADRESSER AU MICROSOFT SALES INFORMATION CENTER/ONE MICROSOFT WAY/REDMOND, WA 98052-6399, OU À LA FILIALE DE MICROSOFT DESSERVANT VOTRE PAYS.

DÉNI DE GARANTIES. LA GARANTIE LIMITÉE QUI APPARAÎT CI-DESSUS CONSTITUE LA SEULE GARANTIE EXPRESSE QUI VOUS EST DONNÉE ET REMPLACE TOUTES AUTRES GARANTIES EXPRESSES (S'IL EN EST) MENTIONNÉES DANS TOUT DOCUMENT, EMBALLAGE OU AUTRE COMMUNICATION. SAUF EN CE QUI A TRAIT À LA GARANTIE LIMITÉE ET DANS TOUTE LA MESURE PERMISE PAR LE DROIT APPLICABLE, LE PRODUIT ET LES SERVICES DE SOUTIEN TECHNIQUE (LE CAS ÉCHÉANT) SONT FOURNIS TELS QUELSET AVEC TOUS LEURS DÉFAUTS PAR MICROSOFT ET SES FOURNISSEURS, LESQUELS PAR LES PRÉSENTES DÉNIENT TOUTES AUTRES GARANTIES ET CONDITIONS EXPRESSES, IMPLICITES OU EN VERTU DE LA LOI, Y COMPRIS NOTAMMENT (LE CAS ÉCHÉANT) LES GARANTIES, DEVOIRS OU CONDITIONS IMPLICITES DE QUALITÉ MARCHANDE, D'ADAPTATION À UNE FIN

PARTICULIÈRE, DE FIABILITÉ OU DISPONIBILITÉ, D'EXACTITUDE OU D'EXHAUSTIVITÉ DES RÉPONSES, DES RÉSULTATS, DES EFFORTS DÉPLOYÉS SELON LES RÈGLES DE L'ART, D'ABSENCE DE VIRUS ET DE NÉGLIGENCE, LE TOUT À L'ÉGARD DU PRODUIT ET DE LA PRESTATION DES SERVICES DE SOUTIEN TECHNIQUE OU AUTRES SERVICES OU DU DÉFAUT DE FOURNIR UNE TELLE PRESTATION, DE L'INFORMATION, DU LOGICIEL, ET DE TOUT CONTENU S'Y RAPPORTANT À TRAVERS LE PRODUIT OU AUTREMENT DÉCOULANT DE L'UTILISATION DU PRODUIT. PAR AILLEURS, IL N'Y A AUCUNE GARANTIE OU CONDITION QUANT AU TITRE DE PROPRIÉTÉ, À LA JOUISSANCE OU LA POSSESSION PAISIBLE, À LA CONCORDANCE À UNE DESCRIPTION NI QUANT À UNE ABSENCE DE CONTREFAÇON CONCERNANT LE PRODUIT.

EXCLUSION DES DOMMAGES ACCESSOIRES, INDIRECTS ET DE CERTAINS AUTRES DOMMAGES. DANS TOUTE LA MESURE PERMISE PAR LE DROIT APPLICABLE, EN AUCUN CAS MICROSOFT OU SES FOURNISSEURS NE SERONT RESPONSABLES DES DOMMAGES SPÉCIAUX, ACCESSOIRES, EXEMPLAIRES OU INDIRECTS DE QUELQUE NATURE QUE CE SOIT (Y COMPRIS NOTAMMENT, LES DOMMAGES À L'ÉGARD DE LA PERTE DE PROFITS OU DE LA DIVULGATION DE RENSEIGNEMENTS CONFIDENTIELS OU AUTRES, DE L'INTERRUPTION DES AFFAIRES, DE BLESSURES CORPORELLES, DE LA VIOLATION DE LA VIE PRIVÉE, DE L'OMISSION DE REMPLIR TOUT DEVOIR, Y COMPRIS D'AGIR DE BONNE FOI OU D'EXERCER UN SOIN RAISONNABLE, DE LA NÉGLIGENCE ET DE TOUTE AUTRE PERTE PÉCUNIAIRE OU AUTRE PERTE DE QUELQUE NATURE QUE CE SOIT) DÉCOULANT OU SE RAPPORTANT DE QUELQUE MANIÈRE QUE CE SOIT À L'UTILISATION DU PRODUIT OU À L'INCAPACITÉ DE S'EN SERVIR, À LA PRESTATION DE SERVICES DE SOUTIEN TECHNIQUE OU AUTRES SERVICES OU À L'OMISSION D'UNE TELLE PRESTATION , À L'INFORMATION, AU LOGICIEL ET À TOUT CONTENU S'Y RAPPORTANT À TRAVERS CE PRODUIT OU AUTREMENT DÉCOULANT DE L'UTILISATION DU PRODUIT OU AUTREMENT AUX TERMES DE TOUTE DISPOSITION DU PRÉSENT CONTRAT OU RELATIVEMENT À UNE TELLE DISPOSITION, MÊME EN CAS DE FAUTE, DE DÉLIT CIVIL (Y COMPRIS LA NÉGLIGENCE), DE RESPONSABILITÉ STRICTE, DE VIOLATION DE CONTRAT OU DE VIOLATION DE GARANTIE DE MICROSOFT OU DE TOUT FOURNISSEUR ET MÊME SI MICROSOFT OU TOUT FOURNISSEUR A ÉTÉ AVISÉ DE LA POSSIBILITÉ DE TELS DOMMAGES.

LIMITATION DE RESPONSABILITÉ ET RECOURS. MALGRÉ LES DOMMAGES QUE VOUS PUISSIEZ SUBIR POUR QUELQUE MOTIF QUE CE SOIT (Y COMPRIS NOTAMMENT, TOUS LES DOMMAGES SUSMENTIONNÉS ET TOUS LES DOMMAGES DIRECTS OU GÉNÉRAUX), LA RESPONSABILITÉ INTÉGRALE DE MICROSOFT ET DE L'UN OU L'AUTRE DE SES FOURNISSEURS AUX TERMES DE TOUTE DISPOSITION DU PRÉSENT CONTRAT ET VOTRE RECOURS EXCLUSIF À L'ÉGARD DE TOUT CE QUI PRÉCÈDE (SAUF EN CE QUI CONCERNE TOUT RECOURS DE RÉPARATION OU DE REMPLACEMENT CHOISI PAR MICROSOFT À L'ÉGARD DE TOUT MANQUEMENT À LA GARANTIE LIMITÉE) SE LIMITE AU PLUS ÉLEVÉ DES MONTANTS SUIVANTS : LE MONTANT QUE VOUS AVEZ RÉELLEMENT PAYÉ POUR LE PRODUIT OU 5,00 $US. LES LIMITES, EXCLUSIONS ET DÉNIS QUI PRÉCÈDENT (Y COMPRIS LES CLAUSES CI-

DESSUS), S'APPLIQUENT DANS TOUTE LA MESURE PERMISE PAR LE DROIT APPLICABLE, MÊME SI TOUT RECOURS N'ATTEINT PAS SON BUT ESSENTIEL.

La présente Convention est régie par les lois de la province d'Ontario, Canada. Vous reconnaissez irrévocablement par la présente la compétence des tribunaux de la province d'Ontario et consentez à instituer tout litige qui pourrait découler de la présente auprès des tribunaux fédéraux ou provinciaux ayant juridiction pour la ville de Toronto, 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, ou écrivez à : Microsoft Sales Information Center, One Microsoft Way, Redmond, Washington 98052-6399.

License Agreement for Blowfish.NET

Copyright (c)2001-2007 by Markus Hahn, USA

All rights reserved

IMPORTANT! Read carefully: this is a legal agreement.

By downloading, compiling and integrating this SOFTWARE, YOU (as defined below) become a party to this agreement and YOU are bound by all the terms and conditions of this agreement. If YOU do not agree to any of the terms or any of the conditions, or any of the terms or conditions isn't valid in YOUR country, you must not continue to use this SOFTWARE.

1. Parties

"AUTHOR" means Markus Hahn, PO Box 1707, Santa Cruz, CA 95073, USA

"YOU" (or "YOUR") means an individual or a legal entity exercising rights under, and complying with all of the terms of, this agreement or a future version of this agreement. For legal entities, "YOU" includes any entity which controls, is controlled by, or is under common control with YOU. For purposes of this definition, "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of more than fifty percent (50%) of the outstanding shares or beneficial ownership of such entity.

2. Definitions

"SOFTWARE" means the source code of Blowfish.NET with all its documentation and also in compiled form, in whole or in parts.

"PRODUCT" means the entity of one piece of software for a particular purpose. This also includes consecutive releases or updates under the same name. PRODUCT does not come from AUTHOR, but from YOU.

3. Grant of license

SOFTWARE is owned and copyrighted by AUTHOR. It is licensed, not sold. Title to SOFTWARE and all associated intellectual property rights are retained by AUTHOR. AUTHOR grants YOU a non-exclusive and non-transferable right to use SOFTWARE for lawful purposes under certain obligations and limited rights as set forth in this agreement.

YOU may

1. save, compile and distribute the SOFTWARE on any number of computers for any number of users for development purposes of the PRODUCT.

2. Integrate the SOFTWARE into YOUR own projects in a manner which helps you to successfully build YOUR PRODUCT. This also includes the usage of only parts of the SOFTWARE and changing the namespace of the SOFTWARE.

3. ship any amount of the PRODUCT which includes the compiled version of SOFTWARE. Compilation is the process or converting the SOFTWARE into MSIL code.

4. Request and use updates and bugfixes of the SOFTWARE of the same major version number. The version number as of today is 2.

YOU must not:

1. ship the SOFTWARE to third parties

2. remove any proprietary notices, labels or copyrights from the SOFTWARE

3. resell, redistribute, lease, rent, transfer, sublicense or otherwise transfer rights of the SOFTWARE or its compiled version without the prior written consent of AUTHOR.

4. Limited warranty

If YOU have paid a license fee for SOFTWARE, AUTHOR warrants to YOU for a period of ninety (90) days from the date of purchase, as evidenced by a copy of the receipt, a functioning copy of the SOFTWARE. The distribution of SOFTWARE will be done electronically only.

Except for the foregoing, SOFTWARE is provided "AS IS".

5. Disclaimer of warranty

Unless specified in this agreement, all expressed or implied conditions, representations and warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement are disclaimed.

6. Limitation of liability

To the extent not prohibited by law, in no event AUTHOR or any third-party developer will be liable for any lost revenue, profit or data or for special, indirect, consequential, incidental or punitive damages, however caused regardless of the theory of liability, arising out of or related to the use of or inability to use SOFTWARE, even if AUTHOR has been advised of the possibility of such damages.

Solely YOU are responsible for determining the appropriateness of using SOFTWARE and accept full responsibility for all risks associated with its exercise of rights under this agreement, including but not limited to the risks and costs of program errors, compliance with applicable laws, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.

In no event will AUTHOR's liability to YOU, whether in contract, tort (including negligence) or otherwise, exceed the amount paid by you for SOFTWARE under this agreement. The foregoing limitations will apply even if the above stated warranty fails of its essential purpose.

YOU acknowledge, that it is in the nature of software that software is complex and not completely free of errors.

If the foregoing limitations are prohibited by the law of YOUR country or by the law of the country where SOFTWARE should be used, SOFTWARE must not be used!

7. Disclaimer of damages

In no event shall AUTHOR or any third-party-developer be liable to you under any theory for any damages suffered by YOU or any user of SOFTWARE or for any special, incidental, indirect, consequential or similar damages (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 or inability to use SOFTWARE, even if AUTHOR has been advised of the possibility of such damages and regardless of the legal or quitable theory (contract, tort or otherwise) upon which the claim is based.

SOFTWARE has been created using technologies that are not fault tolerant and thus the SOFTWARE is not designed, manufactured, or intended for use in hazardous environments including, but without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the technologies employed in the Software could lead directly to death, personal injury, severe physical, environmental or monetary damage.

9. Termination

This agreement is affected until terminated. YOU may terminate this agreement at any time. This agreement will terminate immediately without notice from AUTHOR if YOU fail to comply with the terms and conditions of this agreement. Upon termination, YOU must delete SOFTWARE and all copies of SOFTWARE and stop shipping products which include the compiled version of SOFTWARE.

10. Severability

If any provision of this agreement is held to be unenforceable, this agreement will remain in effect with the provision omitted, unless omission would frustrate the intent of the parties, in which case this agreement will immediately terminate.

12. Reservation of rights

All rights not expressly granted in this agreement are reserved by AUTHOR. AUTHOR reserves the right at any time to cease the support of SOFTWARE and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the SOFTWARE.

Microsoft Developer Services Agreement

Updated October, 2013

This agreement is between you or the entity you represent and the Microsoft entity listed in Exhibit A, and consists of the terms below, Exhibit A, Exhibit B, the SLAs, Offer Details for any Service as published on the date of a Service purchase or renewal, terms incorporated by reference, terms applicable to other Microsoft web sites and services that you use and are necessary to use the Services (for example, your Microsoft Account) and, the Privacy Statement (together, the "Agreement"). If you are entering into this Agreement on behalf of an entity, such as your employer, you represent that you have the legal authority to bind that entity. If you specify a company name in connection with signing up for or ordering a Service, you will be deemed to have placed that order and to have entered into this Agreement on behalf of that organization or company. Key terms are defined in Section 11. In addition, if you are a Windows Azure customer, this Agreement supplements your existing Windows Azure agreement and governs to the extent of any conflict with the Windows Azure terms (except that the Windows Azure billing terms will continue to apply).

1. **Services.**

a. **Right to use**. We grant you the right to access and use the Services in accordance with this Agreement.

b. **User Plan**. Each user of the Visual Studio Online portion of the Developer Services must be allocated an individual User Plan, whether they access the service directly or indirectly.

c. **Manner of use**. You may not:

i. reverse engineer, decompile, disassemble or work around technical limitations in the Services, except to the extent that applicable law permits it despite these limitations;

ii. disable, tamper with or otherwise attempt to circumvent any mechanism that limits your use of the Services;

iii. rent, lease, lend, resell, transfer, or sublicense any Services or portion thereof to or for third parties, except as explicitly permitted herein or in license terms that accompany any Services component;

iv. use the Services for any purpose that is unlawful or prohibited by this Agreement; or

v. use the Services in any manner that could damage, disable, overburden, or impair any Microsoft service, or the network(s) connected to any Microsoft service, or interfere with any other party's use and enjoyment of any Services.

d. **Updates**. We may make changes to the Services from time to time, including: the availability of features; how long, how much or how often any given feature may be used; and feature dependencies upon other services or software. We will provide you with prior notice before removing any material feature or functionality of the Developer Services (excluding Previews), unless security, legal, or system performance considerations require an expedited removal.

e. **Preview features**. We may make features available on a Preview basis. Previews are provided "AS-IS" and are excluded from the SLAs and warranties in Section 7 below. Previews may be subject to reduced or different security, compliance, privacy, availability, reliability, and support commitments, as further explained in the Privacy Statement, and any additional notices provided with the Preview. We may change or discontinue Previews at any time without notice. We also may choose not to release a Preview into "General Availability", and if we do make Previews "Generally Available" we may charge for any such features.

2. **Software.**

a. **Using Microsoft Software outside the Service**. Microsoft may provide you with Microsoft Software through or as a part of the Developer Services. Termination of use of or access to the Developer Services or the termination of this Agreement terminates your right to possess or use any such Microsoft Software; and the suspension or termination of a User Plan terminates that user's right to possess or use any such Microsoft Software that was acquired through, is attached to, or otherwise requires that User Plan. You must delete all copies of such Microsoft Software licensed under this Agreement and destroy any associated media upon the termination of the associated possession or usage rights. Microsoft may provide you with Microsoft Software for use outside the Developer Services and with (1) the Developer Services or (2) programs you develop using the Developer Services. If the Microsoft Software is provided with its own license terms, those terms control as modified by the foregoing. If the Microsoft Software does not have its own license terms, then you may install and use any number of copies of the Microsoft Software

to design, develop, and test your programs on devices. This subsection does not apply to Microsoft Software addressed in subsection (b) below.

b. **Software on Documentation Portals**. Software accessible on the Documentation Portals is made available by the designated publisher under the associated license terms. If Software is accessible on the Documentation Portals without license terms, then subject subsection (c) below you may use it to design, develop, and test your programs. If any such Software without license terms is marked as "sample" or "example," then you may use it under the terms of the Microsoft Limited Public License.

c. **Scope of rights**. All Microsoft Software are the copyrighted works of Microsoft or its suppliers. All Microsoft Software are licensed not sold and may not be transferred unless specified otherwise in any license terms provided with the Microsoft Software. Rights to access Microsoft Software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

d. **Third party software**. You are solely responsible for any third party software that you install, connect, or use with any Service. We will not run or make any copies of such third party software outside of our relationship with you. You may only install or use any third party software with any Service in a way that does not subject our intellectual property or technology to any terms governing such software. We are not a party to and are not bound by any terms governing your use of any third party software. We do not grant any licenses or rights, express or implied, to such third party software.

e. **Open source software as part of the Service**. If the Service uses or distributes any third party software with open source software license terms ("Open Source"), then such Open Source is licensed to you by Microsoft solely to allow you to interact with the Service under terms of this Agreement. Copies of those applicable Open Source licenses and any other notices, if any, are included for your information only.

f. **Application programming interfaces**. Microsoft will not assert any of its patent rights on account of your products calling application programming interfaces that it publishes on the Documentation Portals ("APIs") in order to receive services from the Microsoft product that exposes the APIs.

3. **Microsoft Content.**

   All Microsoft Content is the copyrighted work of Microsoft or its suppliers, and is governed by the terms of the license agreement that accompanies or is included with the Microsoft Content. If the Microsoft Content does not include a license agreement, then you may make a reasonable number of copies of the Microsoft Content for your internal use in designing, developing, and testing your software, products and services that is made available to you on the Documentation Portals without a license agreement. You must preserve the copyright notice in all copies of the Microsoft Content and ensure that both the copyright notice and this permission notice appear in those copies. Accredited educational institutions, such as K-12 schools, universities, and private or public colleges may download and reproduce Microsoft Content for distribution in the classroom for educational purposes.

4. **Security, privacy, and Customer Data.**

a. **Security**. We maintain technical and organizational measures, internal controls, and data security routines intended to protect Customer Data against accidental loss or change, unauthorized disclosure or access, or unlawful destruction.

b. **Privacy and data location**. We treat Customer Data in accordance with the terms herein and our Privacy Statement. We may transfer to, store, and process Customer Data in the United States or in any country where we or our Affiliates or subcontractors have facilities used for Developer Services. You will obtain any necessary consent or rights from end users or others whose data or personal information or other data you will be hosting in the Services.

c. **Rights to Provide Customer Data**. You are solely responsible for your Customer Data. You must have, and you hereby grant us, sufficient rights to use and distribute Customer Data (including Customer Data sourced from third parties) necessary for us to provide you the Developer Services without violating the rights of any third party, or otherwise obligating Microsoft to you or to any third party. We do not assume any additional obligations that may apply to Customer Data except as required by applicable law.

d. **Ownership of Customer Data**. Except for software and Content we license to you, as between the parties, you retain all right, title and interest in and to Customer Data. We acquire no rights in Customer Data other than as described in this Section 4.

e. **Use of Customer Data**. We will use Customer Data to provide the Services. This use may include troubleshooting to prevent, find and fix problems with the operation of the Services and ensuring compliance with this Agreement. It may also include: providing you with suggestions to help you discover and use functionality within the Services; improving the features of our Services; and otherwise use patterns, trends, and other statistical data derived from Customer Data to provide, operate, maintain, and improve our products and services. We will not use Customer Data or derive information from it for any (1) advertising or (2) other commercial purposes (beyond providing you with the Services) without your consent.

f. **Customer Data return and deletion**. You may delete your Customer Data at any time. If you terminate your account we may delete Customer Data immediately without any retention period. We have no additional obligation to continue to hold, export, or return Customer Data and have no liability whatsoever for deletion of Customer Data pursuant to this Agreement. The Developer Services may have features that incur additional charges or are only available at a specific paid-for-service feature tier. If your account is in arrears or is downgraded to a lesser service feature tier your Customer Data will be preserved, but certain features necessary to access that Customer Data may be inaccessible.

g. **Third party requests of Customer Data**. We will not disclose Customer Data to a third party (including law enforcement, other government entity, or civil litigant, but excluding our subcontractors) except as you direct or unless required by law. We will ask any third party demanding access to your Customer Data to contact you directly using your basic contact information. We will promptly notify you and provide a copy of the demand unless legally prohibited. You are responsible for responding to requests by a third party regarding your use of Services.

h. **Subcontractors**. We may hire other companies to provide limited services on our behalf, such as customer support. Any such subcontractors will be permitted to obtain Customer Data only to deliver the services we have retained them to provide. We remain responsible for our subcontractors' compliance with the obligations set forth in this Agreement.

i. **Compliance with law**. We will comply with all laws applicable to our provision of the Services, including applicable security breach notification laws, but not including any laws applicable to you or your industry that are not generally applicable to information

technology services providers. You will comply with all laws applicable to your Customer Data, and use of the Services, including any laws applicable to you or your industry.

j. **Certifications and compliance**. The Developer Services shall be subject to any security, privacy, and compliance practices specifically described for the Developer Services at the Developer Services Portal. These obligations do not apply to any other elements of the Services.

k. **Claims of infringement**. We will inform you if we receive notice claiming that your usage of the Service infringes a third party's intellectual property rights, and in such instances we may provide your basic contact information to the third party. You will promptly respond to such complaints.

5. **Customer accounts, customer conduct, identity services, and feedback.**

a. **Account creation**. If any of the Services requires you to open an account, you must complete the registration process by providing us with current, complete and accurate information. You may not select an account user name or identifier that impersonates someone else, is or may be illegal, or may be protected by trademark or other proprietary rights, is vulgar or offensive or may cause confusion. We reserve the right to reject and/or reassign these user names and Service identifiers in our sole discretion.

b. **Responsibility for your accounts**. You are responsible for: any and all activities that occur under your account; maintaining the confidentiality of any non-public authentication credentials associated with your use of the Services; and promptly notifying our customer support team about any possible misuse of your accounts or authentication credentials, or any security incident related to the Services.

c. Y**our conduct and the availability of third party content and links to third party content**. For any public, community interaction you undertake on the Services you must follow the Rules of Conduct. We have no obligation to monitor the content and communications of third parties on the Services; however, we reserve the right to review and remove any such materials posted to the Documentation Portals in our sole discretion. Third parties that participate on the Services are not authorized Microsoft spokespersons, and their views do not necessarily reflect those of Microsoft.

d. **Identity usage across Services**. We may provide Services that supplement Microsoft Software and rely upon your user account or other identity mechanism. We may use this information to identify you and authorize access to Microsoft Content, Microsoft Software, and other resources across the Services.

e. **Submissions and feedback**. We do not claim ownership of any Submission unless otherwise agreed to by the parties. However, by providing a Submission, you are irrevocably granting Microsoft and its Affiliates the right to make, use, modify, distribute and otherwise commercialize the Submission in any way and for any purpose (including by granting the general public the right to use your Submissions in accordance with this Agreement, which may change over time). For Submissions provided to the Documentation Portals you further grant the right to publish specific identifying information detailed in the Privacy Statement in connection with your Submission. These rights are granted under all applicable intellectual property rights you own or control. No compensation will be paid with respect to the use of your Submissions. Microsoft is under no obligation to post or use any Submission, and Microsoft may remove any Submission at any time. By providing a Submission you warrant that you own or otherwise control all of

the rights to your Submission and that your Submission is not subject to any rights of a third party (including any personality or publicity rights of any person).

f. **Services accessible only to invited customers**. Elements of the Services may be accessible to you on an invitation only basis, for example as part of a program for using pre-release Services and providing feedback to us (e.g., through the Connect portal). Those Services are confidential information of Microsoft. You may not disclose this confidential information to any third party for a period of five years. This restriction does not apply to any information that is or becomes publicly available without a breach of this restriction, was lawfully known to the receiver of the information without an obligation to keep it confidential, is received from another source who can disclose it lawfully and without an obligation to keep it confidential, or is independently developed. You may disclose this confidential information if required to comply with a court order or other government demand that has the force of law. Before doing so, you must seek the highest level of protection available and, when possible, give us enough prior notice to provide a reasonable chance to seek a protective order.

6. **Term, termination, and suspension.**

a. **Agreement Term and termination**. You may terminate this Agreement at any time. If you have purchased access to Developer Services through Windows Azure then you must pay any amounts due and owing.

b. **Regulatory**. In any country where any current or future government regulation or requirement that applies to us, but not generally to businesses operating there, presents a hardship to us operating the Services without change, and/or causes us to believe this Agreement or the Services may be in conflict with any such regulation or requirement, we may change the Services or terminate the Agreement. Your sole remedy for such changes to the Services under this Section is to terminate this Agreement.

c. **Suspension**. We may suspend your use of the Services if: (1) reasonably needed to prevent unauthorized access to Customer Data; (2) you fail to respond to a claim of alleged infringement under Sections 4.k or 8 within a reasonable time; or (3) you violate this Agreement. We will attempt to suspend access to the minimum necessary part of the Services while the condition or need exists. We will give notice before we suspend, except where we reasonably believe we need to suspend immediately. If you do not fully address the reasons for the suspension within 60 days after we suspend, we may terminate this Agreement and delete your Customer Data without any retention period. We may also terminate your account if your use of the Developer Services is suspended more than twice in any 12-month period.

d. **Termination for non-usage**. We may suspend or terminate a Service account after a prolonged period of inactivity. For Developer Services, if you have a free account we may terminate this Agreement and/or delete any Customer Data automatically generated during the Developer Services sign up process if you fail to upload or create any Customer Data within 90 days of your initial provisioning of the Developer Service. We will provide you with notice prior to any account suspension or termination, or Customer Data deletion.

e. **Termination of Access to Documentation Portals**. We reserve the right to terminate your access to the Documentation Portals at any time, without notice, for any reason whatsoever.

7. **Warranties.**

a. **Microsoft Services warranty**. If you are a Windows Azure customer who has purchased access to the Developer Services, then we warrant that the Developer Services will satisfy the SLA during the Term for the paid for portion of the Developer Services. Your only remedies for breach of this limited warranty are those in the SLA. This warranty is subject to the following limitations:

i. any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law will last one year from the start of the limited warranty;

ii. this limited warranty does not cover problems caused by accident, abuse or use of the Developer Services in a manner inconsistent with this Agreement or our published documentation or guidance, or resulting from events beyond our reasonable control;

iii. this limited warranty does not apply to problems caused by the failure to meet minimum system requirements; and

iv. this limited warranty does not apply to Previews or free offerings.

OTHER THAN THIS WARRANTY, OR EXCEPT AS WARRANTED IN A SEPARATE AGREEMENT, MICROSOFT AND ITS RESPECTIVE SUPPLIERS PROVIDE THE SERVICES (INCLUDING THE CONTENT AND APIS) "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE." YOU BEAR THE RISK OF USING IT. WE PROVIDE NO WARRANTIES, GUARANTEES OR CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOU MAY HAVE ADDITIONAL RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. THESE DISCLAIMERS WILL APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, INCLUDING APPLICATION TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b. **Third party content and materials. MICROSOFT DOES NOT CONTROL, REVIEW, REVISE, ENDORSE, OR ACCEPT RESPONSIBILITY FOR ANY THIRD PARTY CONTENT, INFORMATION, MESSAGES, MATERIALS, PROJECTS ACCESSIBLE FROM OR LINKED THROUGH THE SERVICES, AND, EXCEPT AS WARRANTED IN A SEPARATE AGREEMENT, MICROSOFT MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER ABOUT AND SHALL NOT BE RESPONSIBLE FOR ANY OF THE FOREGOING. ANY DEALINGS YOU MAY HAVE WITH SUCH THIRD PARTIES ARE AT YOUR OWN RISK.**

8. **Defense of claims.**

a. **Defense**. We will defend you against any claims made by an unaffiliated third party that the Developer Services or Developer Services Software infringe its patent, copyright or trademark or makes unlawful use of its trade secret. You will defend us against any claims made by an unaffiliated third party that any (1) Non-Microsoft Product that is not made available through the Developer Services or Developer Services Software or (2) Customer Data you provide directly or indirectly in using the Services infringe the third party's patent, copyright, or trademark or makes unlawful use of its trade secret.

b. **Limitations**. Our obligations in Section 8.a will not apply to a claim or award based on: (1) Customer Data, Non-Microsoft Product, modifications you make to the Services, or materials you provide or make available as part of using the Services; (2) your combination of the Services with, or damages based upon the value of, a Non-Microsoft Product, data

or business process; (3) your use of a Microsoft trademark without our express written consent, or your use of the Services after we notify you to stop due to a third-party claim; or (4) your redistribution of the Services to, or use for the benefit of, any unaffiliated third party.

c.   **Remedies**. If we reasonably believe that a claim under Section 8.a may bar your use of the Developer Services or Developer Services Software, we will seek to: (1) obtain the right for you to keep using it; or (2) modify or replace it with a functional equivalent. If these options are not commercially reasonable, we may terminate your rights to use the Developer Services or Developer Services Software.

d.   **Obligations**. Each party must notify the other promptly of a claim under this Section 8. The party seeking protection must (1) give the other sole control over the defense and settlement of the claim; and (2) give reasonable help in defending the claim. The party providing the protection will (1) reimburse the other for reasonable out-of-pocket expenses that it incurs in giving that help and (2) pay the amount of any resulting adverse final judgment (or settlement that the other consents to). The parties' respective rights to defense and payment of judgments or settlements under this Section are in lieu of any common law or statutory indemnification rights or analogous rights, and each party waives such common law rights.

9.   **Limitation of liability.**

a.   **Limitation**. The aggregate liability of each party under this Agreement is limited to direct damages up to the amount paid under this Agreement for the Developer Services giving rise to that liability during the 12 months before the liability arose, or for Services provided free of charge, Five Hundred United States dollars ($500.00 USD).

b.   **EXCLUSION. NEITHER PARTY, NOR ITS SUPPLIERS WILL BE LIABLE FOR LOSS OF REVENUE, LOST PROFITS, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF THE PARTY KNEW THEY WERE POSSIBLE.**

c.   **Exceptions to Limitations**. The limits of liability in this Section apply to the fullest extent permitted by applicable law, but do not apply to: (1) the parties' obligations under Section 8 or Exhibit A; or (2) breach of any confidentiality obligation or violation of the other's intellectual property rights.

10. **Miscellaneous.**

a.   **No additional rights granted**. We reserve all rights not expressly granted under this agreement, and no other rights are granted under this agreement by implication or estoppel or otherwise.

b.   **Notices**.

You must send notices by mail to the address listed for the Microsoft contracting entity listed in Exhibit A applicable to your primary place of business, with a copy to:

Microsoft Legal and Corporate Affairs (Developer Division)

One Microsoft Way

Redmond, WA 98052 USA

You agree to receive electronic notices from us related to the Services, which will be sent by email to your specified end user or administrator contact information or presented to

you in the Service experience. Notices are effective on the date on the return receipt for mail, the date sent for email, and the date presented if within the Service experience.

c. **Assignment**. You may not assign this agreement either in whole or in part.

d. **Severability**. If any part of this agreement is held unenforceable, the rest remains in full force and effect.

e. **Waiver**. Failure to enforce any provision of this agreement will not constitute a waiver.

f. **No agency**. We are independent contractors. This agreement does not create an agency, partnership or joint venture.

g. **No third-party beneficiaries**. There are no third-party beneficiaries to this agreement.

h. **Applicable law and venue**. The choice of law and venue applicable to the geography of your primary place of business is listed in Exhibit A.

i. **Entire agreement**. This agreement is the entire agreement concerning its subject matter and supersedes any prior or concurrent communications. Additional terms applicable to this agreement based on the geography of your primary place of business are listed in Exhibit A.

j. **Survival**. The following provisions will survive this agreement's termination: 1.b, 2.a-b, 4, 5.a-d, 5.f-g, 6, 7, 8, 9, 10, 11, Exhibit A and all other definitions.

k. **U.S. export jurisdiction**. The Services are subject to U.S. export jurisdiction. You must comply with all applicable laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see http://www.microsoft.com/exporting/.

l. **International availability**. Availability of the Services, including specific features and language versions, varies by country.

m. **Acquired rights**. You will defend us against any claim that arises from (1) any aspect of the current or former employment relationship between you and any of your current or former personnel or contractors or under any collective agreements, including, without limitation, claims for wrongful termination, breach of express or implied employment contracts, or payment of benefits or wages, unfair dismissal costs, or redundancy costs, or (2) any obligations or liabilities whatsoever arising under the Acquired Rights Directive (Council Directive 2001/23/EC, formerly Council Directive 77/187/EC as amended by Council Directive 98/50/EC) or any national laws or regulations implementing the same, or similar laws or regulations, (including the Transfer of Undertakings (Protection of Employment) Regulations 2006 in the United Kingdom) including a claim from your current or former personnel or contractors (including a claim in connection with the termination of their employment by us following any transfer of their employment to us pursuant to such laws or regulations). You must pay the amount of any resulting adverse final judgment (or settlement to which you consent). This section provides our exclusive remedy for these claims. We will notify you promptly in writing of a claim subject to this section. We must (1) give you sole control over the defense or settlement of such claim; and (2) provide reasonable assistance in defending the claim. You will reimburse us for reasonable out of pocket expenses that we incur in providing assistance.

n. **Force majeure**. Neither party will be liable for any failure in performance due to causes beyond its reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war,

terrorism including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Services).

o. **Modifications**. We may modify this agreement at any time with or without individual notice to you by posting a revised version on the legal information section of the Developer Services and Documentation Portals (or an alternate site we identify), or by notifying you in accordance with Section 10.b. Any modifications will be effective upon your continued use of a Service.

p. **Notices and procedure for making claims of copyright infringement**. Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to our designated agent. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL NOT RECEIVE A RESPONSE. See Notice and Procedure for Making Claims of Copyright Infringement (http://www.microsoft.com/info/cpyrtInfrg.htm).

11. **Definitions.**

Any reference in this agreement to "day" will be a calendar day.

"Affiliate" means any legal entity that a party owns or that owns a party, with a 50% or greater interest.

"Content" means documents, photographs, videos, and other graphical, textual, or audio-visual content that may be subject to copyright protection.

"Customer Data" means any Content or other data, including all text, sound, software, or image files that are provided to us by, or on behalf of, you through your use of the Developer Services for use by you or your authorized users. Customer Data does not include Submissions or any other Content or data that you submit to the Documentation Portals or otherwise provide via the Developer Services for public access.

"Developer Services" means Visual Studio Online, the Developer Services Portal, the Visual Studio profile services, and other services we identify as governed by this Agreement.

"Developer Services Portal" means the Visual Studio Online portal site available at http://www.visualstudio.com.

"Developer Services Software" means Microsoft software we provide to you as part of the Developer Services for use with the Developer Services.

"Documentation Portals" means the Microsoft developer network content and marketing site available at http://msdn.microsoft.com" and information technology specialist content and marketing site available at http://technet.microsoft.com, or at alternate sites we identify.

"Microsoft Content" means Content on the Services provided by Microsoft and its suppliers.

"Microsoft Limited Public License" means the Microsoft Limited Public License software license, a copy of which is provided in Exhibit B.

"Microsoft Software" means Microsoft software and computer code, including sample code and Developer Services Software.

"Non-Microsoft Product" is any software, data, service, website or other product licensed, sold or otherwise provided to you by an entity other than us, whether you obtained it via our Services or elsewhere.

"Offer Details" means the pricing and related terms applicable to paid for Developer Services.

"Preview" means preview, beta, or other pre-release versions of the Developer Services or Developer Services Software offered by Microsoft.

"Privacy Statement" means the Services privacy statement (http://go.microsoft.com/fwlink/?LinkID=246330).

"Rules of Conduct" means the Services rules of conduct (http://go.microsoft.com/fwlink/?LinkId=303819).

"Services" means the Developer Services, Documentation Portals, the http://connect.microsoft.com site, and Microsoft Software we make available to you under this Agreement.

"SLA" means the commitments we make regarding delivery or performance of the Developer Services (http://go.microsoft.com/fwlink/?LinkId=309360).

"Submissions" means Content, code, comments, feedback, suggestions, information or materials that you provide via the Documentation Portals or any Services for public access (rather than for your personal use or use by your authorized users). Submissions do not include Customer Data.

"User Plan" means a per-user based subscription, trial, or other Microsoft granted benefit that permits access to and account services for the Developer Services.

"we" and "us" means the Microsoft entity listed in Exhibit A applicable to your location and its Affiliates, as appropriate.

"you" and "your" means the person or entity accepting this Agreement to use the Services.

COPYRIGHT NOTICE

© 2013 Microsoft Corporation. All rights reserved.

Exhibit A: Customer Location Agreement Addendum

The Microsoft entity entering into this agreement, the applicable Microsoft entity contact information, the controlling law and venue, and additional terms governing this agreement with you are indicated in the table below for the country or region of your primary place of business.

If your primary place of business is in Africa, Europe, or the Middle East then these terms apply to our agreement.		
Microsoft Entity and Contact Information	**Applicable Law and Venue**	**Additional Terms**
Microsoft Ireland Operations Limited The Atrium, Block B, Carmenhall Road Sandyford Industrial Estate Dublin 18 Ireland	This agreement is governed by the laws of Ireland, without regard to its conflict of laws principles except that (1) if you are a U.S. Government entity, this agreement is governed by the laws of the United States, and (2) if you are a state or local government entity in the United States, this agreement is governed by the laws of that state. If we bring an action to enforce this agreement, we will bring it in the jurisdiction where you have your headquarters. If you bring an action to enforce this agreement, you will bring it in Ireland. This choice of jurisdiction does not prevent either party from seeking injunctive relief in any appropriate	

	jurisdiction with respect to violation of intellectual property rights.	

If your primary place of business is in American Samoa, Australia, Bangladesh, Bhutan, Brunei Darussalam, Cambodia, East Timor, Hong Kong SAR, India, Indonesia, Lao Peoples Democratic Republic, Macau SAR, Malaysia, Maldives, Nepal New Zealand, People's Republic of China, Philippines; Republic of Korea, Samoa, Singapore, Sri Lanka, Thailand, Vanuatu or Vietnam then these terms apply to our agreement.

Microsoft Entity and Contact Information	**Applicable Law and Venue**	**Additional Terms**
Microsoft Regional Sales Corporation 438B Alexandra Road, #04-09/12, Block B, Alexandra Technopark Singapore, 119968	This agreement is governed by State of Washington law, without regard to its conflict of laws principles. Subject to sections (i) and (ii) below, if we bring an action to enforce this agreement, we will bring it in the jurisdiction where you have your headquarters. If you bring an action to enforce this agreement, you will bring it in the State of Washington, U.S.A. This choice of jurisdiction does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights. i. If your principal place of business is in Brunei, Malaysia or Singapore, you consent to the non-exclusive jurisdiction of the Singapore courts. ii. If your principal place of business is in Bangladesh, Cambodia,	The parties agree that this Agreement be written and executed in English and that, in the event this Agreement is translated into Bahasa Indonesia to comply with the implementing regulations of Indonesian Law No. 24/2009, the English language version of this Agreement controls.

	India, Indonesia, Macau SAR, the People's Republic of China, Sri Lanka, Thailand, The Philippines or Vietnam, any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC"), which rules are deemed to be incorporated by reference into this subsection. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC. The language of the arbitration shall be English. The decision of the arbitrator shall be final, binding and incontestable and may be used as a basis for judgment thereon in the above-named countries or elsewhere. To the maximum extent permitted by applicable law, the parties waive their right to any form of appeal or other similar recourse to a court of law. For the purpose of this agreement only, the People's Republic of China does not include	

	Hong Kong SAR, Macau SAR and Taiwan.	

If your primary place of business is in North America, South America, or all remaining regions and countries not included in the above and where the Services are lawfully available then these terms apply to our agreement.		
Microsoft Entity and Contact Information	**Applicable Law and Venue**	**Additional Terms**
Microsoft Corporation One Microsoft Way Redmond, WA 98052 (États-Unis)	This agreement is governed by State of Washington law, without regard to its conflict of laws principles. Any action to enforce this agreement must be brought in the State of Washington. This choice of jurisdiction does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to violation of intellectual property rights.	

Exhibit B: Microsoft Limited Public License

This license governs use of code marked as "sample" or "example" available on this web site without a license agreement, as provided under the section above titled "NOTICE SPECIFIC TO SOFTWARE AVAILABLE ON THIS WEB SITE." If you use such code (the "software"), you accept this license. If you do not accept the license, do not use the software.

1. Definitions

The terms "reproduce," "reproduction," "derivative works," and "distribution" have the same meaning here as under U.S. copyright law.

A "contribution" is the original software, or any additions or changes to the software.

A "contributor" is any person that distributes its contribution under this license.

"Licensed patents" are a contributor's patent claims that read directly on its contribution.

2. Grant of Rights

(A) Copyright Grant - Subject to the terms of this license, including the license conditions and limitations in section 3, each contributor grants you a non-exclusive, worldwide, royalty-free copyright license to reproduce its contribution, prepare derivative works of its contribution, and distribute its contribution or any derivative works that you create.

(B) Patent Grant - Subject to the terms of this license, including the license conditions and limitations in section 3, each contributor grants you a non-exclusive, worldwide, royalty-free license under its licensed patents to make, have made, use, sell, offer for sale, import, and/or otherwise dispose of its contribution in the software or derivative works of the contribution in the software.

3. Conditions and Limitations

(A) No Trademark License- This license does not grant you rights to use any contributors' name, logo, or trademarks.

(B) If you bring a patent claim against any contributor over patents that you claim are infringed by the software, your patent license from such contributor to the software ends automatically.

(C) If you distribute any portion of the software, you must retain all copyright, patent, trademark, and attribution notices that are present in the software.

(D) If you distribute any portion of the software in source code form, you may do so only under this license by including a complete copy of this license with your distribution. If you distribute any portion of the software in compiled or object code form, you may only do so under a license that complies with this license.

(E) The software is licensed "as-is." You bear the risk of using it. The contributors give no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this license cannot change. To the extent permitted under your local laws, the contributors exclude the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

(F) Platform Limitation - The licenses granted in sections 2(A) and 2(B) extend only to the software or derivative works that you create that run on a Microsoft Windows operating system product.

Microsoft Public License

This license governs use of the accompanying software. If you use the software, you

accept this license. If you do not accept the license, do not use the software.

1. Definitions

The terms "reproduce," "reproduction," "derivative works," and "distribution" have the same meaning here as under U.S. copyright law.

A "contribution" is the original software, or any additions or changes to the software.

A "contributor" is any person that distributes its contribution under this license.

"Licensed patents" are a contributor's patent claims that read directly on its contribution.

2. Grant of Rights

(A) Copyright Grant- Subject to the terms of this license, including the license conditions and limitations in section 3, each contributor grants you a non-exclusive, worldwide, royalty-free copyright license to reproduce its contribution, prepare derivative works of its contribution, and distribute its contribution or any derivative works that you create.

(B) Patent Grant- Subject to the terms of this license, including the license conditions and limitations in section 3, each contributor grants you a non-exclusive, worldwide, royalty-free license under its licensed patents to make, have made, use, sell, offer for sale, import, and/or otherwise dispose of its contribution in the software or derivative works of the contribution in the software.

3. Conditions and Limitations

(A) No Trademark License- This license does not grant you rights to use any contributors' name, logo, or trademarks.

(B) If you bring a patent claim against any contributor over patents that you claim are infringed by the software, your patent license from such contributor to the software ends automatically.

(C) If you distribute any portion of the software, you must retain all copyright, patent, trademark, and attribution notices that are present in the software.

(D) If you distribute any portion of the software in source code form, you may do so only under this license by including a complete copy of this license with your distribution. If you distribute any portion of the software in compiled or object code form, you may only do so under a license that complies with this license.

(E) The software is licensed "as-is." You bear the risk of using it. The contributors give no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this license cannot change. To the extent permitted under your local laws, the contributors exclude the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

Microsoft Shared Source

END-USER LICENSE AGREEMENT FOR MICROSOFT SOFTWARE

SHARED SOURCE LICENSE FOR MSDN MAGAZINE SAMPLE CODE

IMPORTANT—READ CAREFULLY: This 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 that accompanies this EULA, which includes computer software and may include associated media, printed materials, "online" or electronic documentation, and Internet-based services ("Software"). An amendment or addendum to this EULA may accompany the Software. YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, OR USE THE SOFTWARE.

1. GRANT OF LICENSE. Microsoft grants you the following rights provided that you comply with all terms and conditions of this EULA:

1.1 Microsoft grants you a personal, nonexclusive, royalty-free license to install and use the Software for design, development, and testing purposes. You may install and use the Software on an unlimited number of computers so long as you are the only individual using the Software.

1.2 Solely with respect to the sample source code contained in the Software ("MS Samples"), Microsoft also grants you a limited, nonexclusive, royalty-free license to: (a) use and modify the source code version of those portions of the MS Samples for the sole purposes of designing, developing, and testing your software product(s), and (b) to reproduce and distribute the MS Samples, along with any modifications thereof, in object and/or source code form. For applicable redistribution requirements for MS Samples, see Section 2 below.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

2.1 If you choose to redistribute the MS Samples, you agree: (i) to distribute the MS Samples only as a part of a software application product developed by you ("Licensee Software"); (ii) not to use Microsoft's name, logo, or trademarks to market the Licensee Software; (iii) to display your own valid copyright notice which shall be sufficient to protect Microsoft's copyright in the MS Samples; (iv) to 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 Licensee Software; (v) not to permit further distribution of the MS Samples by your end users; and (vi) that Microsoft reserves all rights not expressly granted.

2.2 If you use the MS Samples, then the following also applies. Your license rights to the MS Samples are conditioned upon your (i) not incorporating Identified Software into, or combining Identified Software with, the MS Samples or a derivative work thereof; and (ii) not distributing Identified Software in conjunction with the MS Samples or a derivative work thereof. "Identified Software" means software which is licensed pursuant to terms that directly or indirectly (A) create, or purport to create, obligations for Microsoft with respect to the MS Samples or derivative work thereof or (B) grant, or purport to grant, to any third party any rights or immunities under Microsoft's intellectual property or proprietary rights in the MS Samples or derivative work thereof. Identified Software includes, without limitation, any software that requires as a condition of its use, modification and/or distribution, that any other software incorporated into, derived from or distributed with such software must also be (1) disclosed or distributed in source code form; (2) licensed for the purpose of making derivative works; or (3) redistributable at no charge.

3. RESERVATION OF RIGHTS AND OWNERSHIP. Microsoft reserves all rights not expressly granted to you in this EULA. The Software is protected by copyright and other intellectual property laws and treaties. Microsoft or its suppliers own the title,

copyright, and other intellectual property rights in the Software. The Software is licensed, not sold.

4. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

5. SUPPORT SERVICES. No technical support will be provided for the Software.

6. LINKS TO THIRD PARTY SITES. You may link to third party sites through the use of the Software. The third party sites are not under the control of Microsoft, and Microsoft is not responsible for the contents of any third party sites, any links contained in third party sites, or any changes or updates to third party sites. Microsoft is not responsible for webcasting or any other form of transmission received from any third party sites. Microsoft is providing these links to third party sites to you only as a convenience, and the inclusion of any link does not imply an endorsement by Microsoft of the third party site.

7. ADDITIONAL SOFTWARE/SERVICES. This EULA applies to updates, supplements, add-on components, or Internet-based services components, of the Software that Microsoft may provide to you or make available to you after the date you obtain your initial copy of the Software, unless we provide other terms along with the update, supplement, add-on component, or Internet-based services component. Microsoft reserves the right to discontinue any Internet-based services provided to you or made available to you through the use of the Software.

8. U.S. GOVERNMENT LICENSE RIGHTS. All Software provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere herein. All Software provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

9. EXPORT RESTRICTIONS. You acknowledge that the Software is subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments. For additional information see <http://www.microsoft.com/exporting/>.

10. SOFTWARE TRANSFER. The initial user of the Software may make a one-time permanent transfer of this EULA and Software to another end user, provided the initial user retains no copies of the Software. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the Software must agree to all the EULA terms.

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 and all of its component parts.

12. DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT AND ITS SUPPLIERS PROVIDE TO YOU THE SOFTWARE, AND SUPPORT SERVICES (IF ANY) AS IS AND WITH ALL FAULTS; AND MICROSOFT AND ITS SUPPLIERS HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR

STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF RELIABILITY OR AVAILABILITY, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, AND OF LACK OF NEGLIGENCE, ALL WITH REGARD TO THE SOFTWARE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE.

13. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MICROSOFT OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATON, SOFTWARE, AND RELATED CONTENT THROUGH THE PRODUCT OR OTHERWISE ARISING OUT OF THE USE OF THE PRODUCT, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF MICROSOFT OR ANY SUPPLIER, AND EVEN IF MICROSOFT OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. LIMITATION OF LIABILITY AND REMEDIES. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT OR ANYTHING ELSE), THE ENTIRE LIABILITY OF MICROSOFT AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS SUPPLEMENTAL EULA AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO THE GREATER OF THE ACTUAL DAMAGES YOU INCUR IN REASONABLE RELIANCE ON THE SOFTWARE UP TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE OR U.S.$5.00. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

15. APPLICABLE LAW. If you acquired this Software in the United States, this EULA is governed by the laws of the State of Washington. If you acquired this Software in Canada, unless expressly prohibited by local law, this EULA is governed by the laws in force in the Province of Ontario, Canada; and, in respect of any dispute which may

arise hereunder, you consent to the jurisdiction of the federal and provincial courts sitting in Toronto, Ontario. If you acquired this Software in the Eurpean Union, Iceland, Norway, or Switzerland, then local law applies. If you acquired this Software in any other country, then local law may apply.

16. ENTIRE AGREEMENT; SEVERABILITY. This EULA (including any addendum or amendment to this EULA which is included with the Software) are the entire agreement between you and Microsoft relating to the Software and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. To the extent the terms of any Microsoft policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

Si vous avez acquis votre logiciel Microsoft au CANADA :

DÉNI DE GARANTIES. Dans la mesure maximale permise par les lois applicables, le Logiciel et les services de soutien technique (le cas échéant) sont fournis TELS QUELS ET AVEC TOUS LES DÉFAUTS par Microsoft et ses fournisseurs, lesquels par les présentes dénient toutes autres garanties et conditions expresses, implicites ou en vertu de la loi, notamment, mais sans limitation, (le cas échéant) les garanties, devoirs ou conditions implicites de qualité marchande, d'adaptation à une fin usage particulière, de fiabilité ou de disponibilité, d'exactitude ou d'exhaustivité des réponses, des résultats, des efforts déployés selon les règles de l'art, d'absence de virus et d'absence de négligence, le tout à l'égard du Logiciel et de la prestation des services de soutien technique ou de l'omission de la 'une telle prestation des services de soutien technique ou à l'égard de la fourniture ou de l'omission de la fourniture de tous autres services, renseignements, logiciels, et contenu qui s'y rapporte grâce au Logiciel ou provenant autrement de l'utilisation du Logiciel . PAR AILLEURS, IL N'Y A AUCUNE GARANTIE OU CONDITION QUANT AU TITRE DE PROPRIÉTÉ, À LA JOUISSANCE OU LA POSSESSION PAISIBLE, À LA CONCORDANCE À UNE DESCRIPTION NI QUANT À UNE ABSENCE DE CONTREFAÇON CONCERNANT LE LOGICIEL. EXCLUSION DES DOMMAGES ACCESSOIRES, INDIRECTS ET DE CERTAINS AUTRES DOMMAGES. DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, EN AUCUN CAS MICROSOFT OU SES FOURNISSEURS NE SERONT RESPONSABLES DES DOMMAGES SPÉCIAUX, CONSÉCUTIFS, ACCESSOIRES OU INDIRECTS DE QUELQUE NATURE QUE CE SOIT (NOTAMMENT, LES DOMMAGES À L'ÉGARD DU MANQUE À GAGNER OU DE LA DIVULGATION DE RENSEIGNEMENTS CONFIDENTIELS OU AUTRES, DE LA PERTE D'EXPLOITATION, DE BLESSURES CORPORELLES, DE LA VIOLATION DE LA VIE PRIVÉE, DE L'OMISSION DE REMPLIR TOUT DEVOIR, Y COMPRIS D'AGIR DE BONNE FOI OU D'EXERCER UN SOIN RAISONNABLE, DE LA NÉGLIGENCE ET DE TOUTE AUTRE PERTE PÉCUNIAIRE OU AUTRE PERTE DE QUELQUE NATURE QUE CE SOIT) SE RAPPORTANT DE QUELQUE MANIÈRE QUE CE SOIT À L'UTILISATION DU LOGICIEL OU À L'INCAPACITÉ DE S'EN SERVIR, À LA PRESTATION OU À L'OMISSION DE LA 'UNE TELLE PRESTATION DE SERVICES DE SOUTIEN TECHNIQUE OU À LA FOURNITURE OU À L'OMISSION DE LA FOURNITURE DE TOUS AUTRES SERVICES, RENSEIGNEMENTS, LOGICIELS, ET CONTENU QUI S'Y RAPPORTE GRÂCE AU LOGICIEL OU PROVENANT AUTREMENT DE L'UTILISATION DU LOGICIEL OU AUTREMENT AUX TERMES DE TOUTE DISPOSITION DE LA U PRÉSENTE CONVENTION

EULA OU RELATIVEMENT À UNE TELLE DISPOSITION, MÊME EN CAS DE FAUTE, DE DÉLIT CIVIL (Y COMPRIS LA NÉGLIGENCE), DE RESPONSABILITÉ STRICTE, DE VIOLATION DE CONTRATOU DE VIOLATION DE GARANTIE DE MICROSOFT OU DE TOUT FOURNISSEUR ET MÊME SI MICROSOFT OU TOUT FOURNISSEUR A ÉTÉ AVISÉ DE LA POSSIBILITÉ DE TELS DOMMAGES.

LIMITATION DE RESPONSABILITÉ ET RECOURS. MALGRÉ LES DOMMAGES QUE VOUS PUISSIEZ SUBIR POUR QUELQUE MOTIF QUE CE SOIT (NOTAMMENT, MAIS SANS LIMITATION, TOUS LES DOMMAGES SUSMENTIONNÉS ET TOUS LES DOMMAGES DIRECTS OU GÉNÉRAUX OU AUTRES), LA SEULE RESPONSABILITÉ 'OBLIGATION INTÉGRALE DE MICROSOFT ET DE L'UN OU L'AUTRE DE SES FOURNISSEURS AUX TERMES DE TOUTE DISPOSITION DEU LA PRÉSENTE CONVENTION EULA ET VOTRE RECOURS EXCLUSIF À L'ÉGARD DE TOUT CE QUI PRÉCÈDE SE LIMITE AU PLUS ÉLEVÉ ENTRE LES MONTANTS SUIVANTS : LE MONTANT QUE VOUS AVEZ RÉELLEMENT PAYÉ POUR LE LOGICIEL OU 5,00 $US. LES LIMITES, EXCLUSIONS ET DÉNIS QUI PRÉCÈDENT (Y COMPRIS LES CLAUSES CI-DESSUS), S'APPLIQUENT DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, MÊME SI TOUT RECOURS N'ATTEINT PAS SON BUT ESSENTIEL.

À moins que cela ne soit prohibé par le droit local applicable, la présente Convention est régie par les lois de la province d'Ontario, Canada. Vous consentez Chacune des parties à la présente reconnaît irrévocablement à la compétence des tribunaux fédéraux et provinciaux siégeant à Toronto, dans 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 utiliser l'information contenue dans le Logiciel pour contacter la filiale de succursale Microsoft desservant votre pays, dont l'adresse est fournie dans ce produit, ou visitez écrivez à :

Microsoft sur le World Wide Web à http://www.microsoft.com Sales Information Center,

One Microsoft Way, Redmond, Washington 98052-6399.

Microsoft Shared Source CLI, C#, and JScript License

This License governs use of the accompanying Software, and your use of the Software constitutes acceptance of this license.

You may use this Software for any non-commercial purpose, subject to the restrictions in this license. Some purposes which can be non-commercial are teaching, academic research, and personal experimentation. You may also distribute this Software with books or other teaching materials, or publish the Software on websites, that are intended to teach the use of the Software.

You may not use or distribute this Software or any derivative works in any form for commercial purposes. Examples of commercial purposes would be running business operations, licensing, leasing, or selling the Software, or distributing the Software for use with commercial products.

You may modify this Software and distribute the modified Software for non-commercial purposes, however, you may not grant rights to the Software or derivative works that are broader than those provided by this License. For example, you may not distribute modifications of the Software under terms that would permit commercial use, or under terms that purport to require the Software or derivative works to be sublicensed to others.

You may use any information in intangible form that you remember after accessing the Software. However, this right does not grant you a license to any of Microsoft's copyrights or patents for anything you might create using such information.

In return, we simply require that you agree:

Not to remove any copyright or other notices from the Software.

That if you distribute the Software in source or object form, you will include a verbatim copy of this license.

That if you distribute derivative works of the Software in source code form you do so only under a license that includes all of the provisions of this License, and if you distribute derivative works of the Software solely in object form you do so only under a license that complies with this License.

That if you have modified the Software or created derivative works, and distribute such modifications or derivative works, you will cause the modified files to carry prominent notices so that recipients know that they are not receiving the original Software. Such notices must state: (i) that you have changed the Software; and (ii) the date of any changes.

THAT THE SOFTWARE COMES "AS IS", WITH NO WARRANTIES. THIS MEANS NO EXPRESS, IMPLIED OR STATUTORY WARRANTY, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF TITLE OR NON-INFRINGEMENT. ALSO, YOU MUST PASS THIS DISCLAIMER ON WHENEVER YOU DISTRIBUTE THE SOFTWARE OR DERIVATIVE WORKS.

THAT MICROSOFT WILL NOT BE LIABLE FOR ANY DAMAGES RELATED TO THE SOFTWARE OR THIS LICENSE, INCLUDING DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, TO THE MAXIMUM EXTENT THE LAW PERMITS, NO MATTER WHAT LEGAL THEORY IT IS BASED ON. ALSO, YOU MUST PASS THIS LIMITATION OF LIABILITY ON WHENEVER YOU DISTRIBUTE THE SOFTWARE OR DERIVATIVE WORKS.

That if you sue anyone over patents that you think may apply to the Software or anyone's use of the Software, your license to the Software ends automatically.

That your rights under the License end automatically if you breach it in any way.

Microsoft reserves all rights not expressly granted to you in this license.

Microsoft Shared Source License for Microsoft® .NET Compact Framework-based DateTimePicker Control Sample

This license governs use of the accompanying software ("Software"), and your use of the Software constitutes acceptance of this license.

You may use the Software for any commercial or noncommercial purpose, including distributing derivative works.

In return, we simply require that you agree:

1. Not to remove any copyright or other notices from the Software.
2. That if you distribute the Software in source code form you do so only under this license (i.e. you must include a complete copy of this license with your distribution), and if you distribute the Software solely in object form you only do so under a license that complies with this license.
3. That the Software comes "as is", with no warranties. None whatsoever. This means no express, implied or statutory warranty, including without limitation, warranties of merchantability or fitness for a particular purpose or any warranty of title or non-infringement. Also, you must pass this disclaimer on whenever you distribute the Software or derivative works.
4. That neither Microsoft nor any contributor to the Software will be liable for any of those types of damages known as indirect, special, consequential, or incidental related to the Software or this license, to the maximum extent the law permits, no matter what legal theory it's based on. Also, you must pass this limitation of liability on whenever you distribute the Software or derivative works.
5. That if you sue anyone over patents that you think may apply to the Software for a person's use of the Software, your license to the Software ends automatically.
6. That the patent rights, if any, granted in this license only apply to the Software, not to any derivative works you make.
7. That the Software is subject to U.S. export jurisdiction at the time it is licensed to you, and it may be subject to additional export or import laws in other places. You agree to comply with all such laws and regulations that may apply to the Software after delivery of the software to you.
8. That if you are an agency of the U.S. Government, (i) Software provided pursuant to a solicitation issued on or after December 1, 1995, is provided with the commercial license rights set forth in this license, and (ii) Software provided pursuant to a solicitation issued prior to December 1, 1995, is provided with "Restricted Rights" as set forth in FAR, 48 C.F.R. 52.227-14 (June 1987) or DFAR, 48 C.F.R. 252.227-7013 (Oct 1988), as applicable.
9. That your rights under this License end automatically if you breach it in any way.
10. That all rights not expressly granted to you in this license are reserved.

Microsoft Software License Terms: Microsoft Windows Software Development Kit for Windows Server 2008 and .NET Framework 3.5

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

• updates,

• supplements,

• Internet-based services, and

• support services

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

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE.

If you comply with these license terms, you have the rights below.

1. INSTALLATION AND USE RIGHTS.

a. Installation and Use. One user may install and use any number of copies of the software on your devices to design, develop and test your programs that run on a Microsoft Windows operating system.

b. Included Microsoft Programs. The software contains other Microsoft programs. These license terms apply to your use of those programs.

2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

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

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

• <u>REDIST.TXT Files</u>. You may copy and distribute the object code form of code listed in REDIST.TXT files.

• <u>Sample Code</u>. You may modify, copy, and distribute the source and object code form of code marked as "sample."

• <u>Microsoft Merge Modules</u>. You may copy and distribute the unmodified output of Microsoft Merge Modules.

• <u>Third Party Distribution</u>. You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.

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

• add significant primary functionality to it in your programs;

• for any Distributable Code having a filename extension of .lib, distribute only the results of running such Distributable Code through a linker with your application;

• distribute Distributable Code included in a setup program only as part of that setup program without modification;

• require distributors and external end users to agree to terms that protect it at least as much as this agreement;

• display your valid copyright notice on your programs;

• for Distributable Code from the Windows Media Services SDK portions of the software, include in your program's Help-About box (or in another obvious place if there is no box) the following copyright notice: "Portions utilize Microsoft Windows Media Technologies. Copyright (c) 2006 Microsoft Corporation. All Rights Reserved"; and

• indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.

iii. Distribution Restrictions. You may not

• alter any copyright, trademark or patent notice in the Distributable Code;

• use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;

• include Distributable Code in malicious, deceptive or unlawful programs; or

• modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that

• the code be disclosed or distributed in source code form; or

• others have the right to modify it.

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

3. INTERNET-BASED SERVICES. Microsoft provides Internet-based services with the software. It may change or cancel them at any time. You may not use this service in any way that could harm it or impair anyone else's use of it. You may not use the service to try to gain unauthorized access to any service, data, account or network by any means.

4. MICROSOFT .NET BENCHMARK TESTING. The software includes one or more components of the .NET Framework 3.5 (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at http://go.microsoft.com/fwlink/?LinkID=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at http://go.microsoft.com/fwlink/?LinkID=66406.

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

• work around any technical limitations in the software;

• reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;

• make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;

• publish the software for others to copy;

• rent, lease or lend the software; or

• use the software for commercial software hosting services.

6. CODE GENERATION AND OPTIMIZATION TOOLS. You may not use the code generation or optimization tools in the software (such as compilers, linkers, assemblers, runtime code generators, and code generating design and modeling tools) to create programs, object code, libraries, assemblies, or executables to run on a platform other than Microsoft operating systems, run-time technologies, or application platforms.

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

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

9. TRANSFER TO A THIRD PARTY. The first user of the software may transfer it, and this agreement, directly to a third party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The first user must uninstall the software before transferring it separately from the device. The first user may not retain any copies.

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

11. SUPPORT SERVICES. Because this software is "as is," we may not provide support services for it.

12. ENTIRE AGREEMENT. This agreement, 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.

13. 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.

14. LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your 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 country if the laws of your country do not permit it to do so.

15. DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES

THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

16. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. $5.00. 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 Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

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

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

EXONÉRATION DE GARANTIE. Le logiciel visé par une licence est offert « tel quel ». Toute utilisation de ce logiciel est à votre seule risque et péril. Microsoft n'accorde aucune autre garantie expresse. Vous pouvez bénéficier de droits additionnels en vertu du droit local sur la protection dues consommateurs, que ce contrat ne peut modifier. La ou elles sont permises par le droit locale, les garanties implicites de qualité marchande, d'adéquation à un usage particulier et d'absence de contrefaçon sont exclues.

LIMITATION DES DOMMAGES-INTÉRÊTS ET EXCLUSION DE RESPONSABILITÉ POUR LES DOMMAGES. Vous pouvez obtenir de Microsoft et de ses fournisseurs une indemnisation en cas de dommages directs uniquement à hauteur de 5,00 $ US. Vous ne pouvez prétendre à aucune indemnisation pour les autres dommages, y compris les dommages spéciaux, indirects ou accessoires et pertes de bénéfices.

Cette limitation concerne :

• tout ce qui est relié au logiciel, aux services ou au contenu (y compris le code) figurant sur des sites Internet tiers ou dans des programmes tiers ; et

• les réclamations au titre de violation de contrat ou de garantie, ou au titre de responsabilité stricte, de négligence ou d'une autre faute dans la limite autorisée par la loi en vigueur.

Elle s'applique également, même si Microsoft connaissait ou devrait connaître l'éventualité d'un tel dommage. Si votre pays n'autorise pas l'exclusion ou la limitation de responsabilité pour les dommages indirects, accessoires ou de quelque nature que ce soit, il se peut que la limitation ou l'exclusion ci-dessus ne s'appliquera pas à votre égard.

EFFET JURIDIQUE. Le présent contrat décrit certains droits juridiques. Vous pourriez avoir d'autres droits prévus par les lois de votre pays. Le présent contrat ne modifie pas les droits que vous confèrent les lois de votre pays si celles ci ne le permettent pas.

Microsoft Software License Terms: Microsoft Visual C++ 2008 Runtime Libraries (x86, IA64, x64) Service Pack 1

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

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

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

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE.

If you comply with these license terms, you have the rights below.

1. INSTALLATION AND USE RIGHTS. You may install and use any number of copies of the software on your devices.

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

- disclose the results of any benchmark tests of the software to any third party without Microsoft's prior written approval;
- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the software for others to copy;
- rent, lease or lend the software;
- transfer the software or this agreement to any third party; or
- use the software for commercial software hosting services.

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

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

5. 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.

6. SUPPORT SERVICES. Because this software is "as is," we may not provide support services for it.

7. ENTIRE AGREEMENT. This agreement, 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.

8. 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.

9. LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your 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 country if the laws of your country do not permit it to do so.

10. DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

11. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. $5.00. 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 Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

Microsoft Software Supplemental License Terms: Microsoft Visual Studio 2008, Service Pack 1

Microsoft Corporation (or based on where you live, one of its affiliates) licenses this supplement to you. If you are licensed to use Microsoft Visual Studio 2008 software (the "software"), you may use this supplement. You may not use it if you do not have a license for the software. You may use this supplement with each validly licensed copy of the software.

The following license terms describe additional use terms for this supplement and new use terms for the software. These terms and the license terms for the software apply to your use of the supplement. If there is a conflict, these supplemental license terms apply.

BY USING THIS SUPPLEMENT, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THIS SUPPLEMENT.

If you comply with these license terms, you have the rights below.

1. **Microsoft Office User Interface.** These license terms grant you no rights to make, copy, use or distribute any elements of the Microsoft Office user interface such as the ribbon and quick access toolbar (the Office user interface is formally known as the Microsoft Office Fluent user interface), the license terms for which are available separately. To learn more about the Office user interface licensing program, please visit http://msdn.microsoft.com/officeui.

2. **Additional "Distributable Code".** The 02007pia.msi component in this supplemental software is additional "Distributable Code" as defined in the license you have for Visual Studio 2008. You may copy and distribute the object code form of code listed in the 02007pia.msi file in programs you develop according to your license your have for Visual Studio 2008.

3. **MICROSOFT .NET BENCHMARK TESTING.** The software includes the .NET Framework, Windows Communication Foundation, Windows Presentation Foundation, and Windows Workflow Foundation components of the Windows operating systems (.NET Components). You may conduct internal benchmark testing of the .NET Components. You may disclose the results of any benchmark test of the .NET Components, provided that you comply with the conditions set forth at http://go.microsoft.com/fwlink/?LinkID=66406.

Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at http://go.microsoft.com/fwlink/?LinkID=66406.

4. **SUPPORT SERVICES FOR SUPPLEMENT.** Microsoft provides support services for this software as described at www.support.microsoft.com/common/international.aspx.

OpenNETCF Shared Source License

NOTICE

This license governs use of the accompanying software ("Software"), and your use of the Software constitutes acceptance of this license.

Subject to the restrictions below, you may use the Software for any commercial or noncommercial purpose, including distributing derivative works.

SECTION 1: DEFINITIONS

A. "OpenNETCF" refers to OpenNETCF Consulting, LLC, a limited liability corporation organized and operating under the laws of the state of Maryland.

B. "SDF" refers to the OpenNETCF Smart Device Framework, which is an OpenNETCF software product

C. "SOFTWARE" refers to the source code, compiled binaries, installation files documentation and any other materials provided by OpenNETCF.

SECTION 2: LICENSE

You agree that:

A. You are NOT allowed to combine or distribute the SOFTWARE with other software that is licensed under terms that seek to require that the SOFTWARE (or any intellectual property in it) be provided in source code form, licensed to others to allow the creation or distribution of derivative works, or distributed without charge.

B. You may NOT distribute the SOFTWARE in source code form to any other person, company, government, group or entity.

C. You may NOT decompile, disassemble, reverse engineer or otherwise attempt to extract, generate or retrieve source code from any compiled binary provided in the SOFTWARE.

D. You will (a) NOT use OpenNETCF's name, logo, or trademarks in association with distribution of the SOFTWARE or derivative works unless otherwise permitted in writing; and (b) you WILL indemnify, hold harmless, and defend OpenNETCF from and against any claims or lawsuits, including attorneys fees, that arise or result from the use or distribution of your modifications to the SOFTWARE and any additional software you distribute along with the SOFTWARE.

E. The SOFTWARE comes "as is", with no warranties. None whatsoever. This means no express, implied or statutory warranty, including without limitation, warranties of merchantability or fitness for a particular purpose or any warranty of title or non-infringement.

F. Neither OpenNETCF nor its suppliers will be liable for any of those types of damages known as indirect, special, consequential, or incidental related to the SOFTWARE or this license, to the maximum extent the law permits, no matter what legal theory its based on. Also, you must pass this limitation of liability on whenever you distribute the SOFTWARE or derivative works.

G. If you sue anyone over patents that you think may apply to the SOFTWARE for a person's use of the SOFTWARE, your license to the SOFTWARE ends automatically.

H. The patent rights, if any, granted in this license only apply to the SOFTWARE, not to any derivative works you make.

I. The SOFTWARE is subject to U.S. export jurisdiction at the time it is licensed to you, and it may be subject to additional export or import laws in other places. You agree to comply with all such laws and regulations that may apply to the SOFTWARE after delivery of the SOFTWARE to you.

J. If you are an agency of the U.S. Government, (i) the SOFTWARE is provided pursuant to a solicitation issued on or after December 1, 1995, is provided with the commercial license rights set forth in this license, and (ii) the SOFTWARE is provided pursuant to a solicitation issued prior to December 1, 1995, is provided with Restricted Rights as set forth in FAR, 48 C.F.R. 52.227-14 (June 1987) or DFAR, 48 C.F.R. 252.227-7013 (Oct 1988), as applicable.

K. Your rights under this license end automatically if you breach it in any way.

L. This license contains the only rights associated with the SOFTWARE and OpenNETCF reserves all rights not expressly granted to you in this license.