

MICROSOFT OUTLOOK EXPRESS 5 MACINTOSH EDITION

END-USER LICENSE AGREEMENT FOR MICROSOFT SOFTWARE

IMPORTANT-READ CAREFULLY: This Microsoft End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Microsoft Corporation for the Microsoft software product(s) identified above which may include associated software components, media, printed materials, and "online" or electronic documentation ("SOFTWARE PRODUCT"). By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install 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:

Σ **Installation and Use.** Microsoft grants you the right to install and use copies of the SOFTWARE PRODUCT on your computers running validly licensed copies of the operating system for which the SOFTWARE PRODUCT was designed (e.g., Windows(r) 95; Windows NT(r), Windows 3.x, Macintosh, etc.).

Σ **Backup Copies.** You may also make copies of the SOFTWARE PRODUCT as may be necessary for backup and archival purposes.

2.

DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

Σ **Maintenance of Copyright Notices.** You must not remove or alter any copyright notices on all copies of the SOFTWARE PRODUCT.

Σ **Distribution.** You may not distribute copies of the SOFTWARE PRODUCT to third parties.

Σ **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.

Σ **Rental.** You may not rent, lease, or lend the SOFTWARE PRODUCT.

Σ **Transfer.** You may permanently transfer all of your rights under this EULA, provided the recipient agrees to the terms of this EULA.

Σ **Support Services.** Microsoft may provide you with support services related to the SOFTWARE PRODUCT ("Support Services"). Use of Support Services is governed by the Microsoft policies and programs described in the user manual, in "on line" documentation and/or other Microsoft-provided materials. Any supplemental software code provided to you as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this EULA. With respect to technical information you provide to Microsoft as part of the Support Services, Microsoft may use such information for its business purposes, including for product support and development. Microsoft will not utilize such technical information in a form that personally identifies you.

Σ 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, 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.

4.

COPYRIGHT. All title, including but not limited to copyrights, in and to the SOFTWARE PRODUCT and any copies thereof are owned by Microsoft or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE PRODUCT is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. All rights not expressly granted are reserved by Microsoft.

5.

U.S. GOVERNMENT RESTRICTED 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. The reseller is responsible for ensuring SOFTWARE PRODUCT is marked with the "Restricted Rights Notice" or "Restricted Rights Legend," as required. All rights not expressly granted are reserved.

6.

EXPORT RESTRICTIONS. You agree that you will not export or re-export the SOFTWARE PRODUCT, any part thereof, or any process or service that is the direct product of the SOFTWARE PRODUCT (the foregoing collectively referred to as the "Restricted Components"), to any country, person or entity subject to U.S. export restrictions. You specifically agree not to export or re-export any of the Restricted Components (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, which currently include, but are not necessarily limited to Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria, and Federal Republic of Yugoslavia (Serbia and Montenegro), or to any national of any such country, wherever located, who intends to transmit or transport the Restricted Components back to such country; (ii) to any person or entity who you know or have reason to know will utilize the Restricted Components in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. You warrant and represent that neither the U.S. Commerce Department, Bureau of Export Administration nor any other U.S. federal agency has suspended, revoked or denied your export privileges.

7.

NOTE ON JAVA SUPPORT. THE SOFTWARE PRODUCT MAY CONTAIN SUPPORT FOR PROGRAMS WRITTEN IN JAVA. JAVA TECHNOLOGY IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE AS ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS

REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS 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 JAVA TECHNOLOGY COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. SUN MICROSYSTEMS, INC. HAS CONTRACTUALLY OBLIGATED MICROSOFT TO MAKE THIS DISCLAIMER.

8. NO WARRANTIES. To the maximum extent permitted by applicable law, Microsoft and its suppliers provide the SOFTWARE PRODUCT and any (if any) Support Services related to the SOFTWARE PRODUCT AS IS AND WITH ALL FAULTS, and hereby disclaim all warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties or conditions of merchantability, of fitness for a particular purpose, of lack of viruses, of accuracy or completeness of responses, of results, and of lack of negligence or lack of workmanlike effort, all with regard to the SOFTWARE PRODUCT, and the provision of or failure to provide Support Services. 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. THE ENTIRE RISK AS TO THE QUALITY OF OR ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE PRODUCT AND SUPPORT SERVICES, IF ANY, REMAINS WITH YOU.

9. 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, 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 SERVICES, 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.

10. LIMITATION OF LIABILITY. 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 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 shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

11. MISCELLANEOUS.

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.

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 :

RENONCIATION AUX GARANTIES. Dans toute la mesure permise par la législation en vigueur, Microsoft et ses fournisseurs fournissent le Produit Logiciel et tous (selon le cas) les services d'assistance liés au Produit Logiciel ("Services d'assistance") TELS QUELS ET AVEC TOUS LEURS DÉFAUTS, et par les présentes excluent toute garantie ou condition, expresse ou implicite, légale ou conventionnelle, écrite ou verbale, y compris, mais sans limitation, toute (selon le cas) garantie ou condition implicite ou légale de qualité marchande, de conformité à un usage particulier, d'absence de virus, d'exactitude et d'intégralité des réponses, de résultats, d'efforts techniques et professionnels et d'absence de négligence, le tout relativement au Produit Logiciel et à la prestation ou à la non-prestation des Services d'assistance. DE PLUS, IL N'Y A AUCUNE GARANTIE ET CONDITION DE TITRE, DE JOUISSANCE PAISIBLE, DE POSSESSION PAISIBLE, DE SIMILARITÉ À LA DESCRIPTION ET D'ABSENCE DE CONTREFAÇON RELATIVEMENT AU PRODUIT LOGICIEL. Vous supportez tous les risques découlant de l'utilisation et de la performance du Produit Logiciel et ceux découlant des Services d'assistance (s'il y a lieu).

EXCLUSION DES DOMMAGES INDIRECTS, ACCESSOIRES ET AUTRES. Dans toute la mesure permise par la législation en vigueur, Microsoft et ses fournisseurs ne sont en aucun cas responsables de tout dommage spécial, indirect, accessoire, moral ou exemplaire quel qu'il soit (y compris, mais sans limitation, les dommages entraînés par la perte de bénéfices ou la perte d'information confidentielle ou autre, l'interruption des affaires, les préjudices corporels, la perte de confidentialité, le défaut de remplir toute obligation y compris les obligations de bonne foi et de diligence raisonnable, la négligence et toute autre perte pécuniaire ou autre perte de quelque nature que ce soit) découlant de, ou de toute autre manière lié à, l'utilisation ou l'impossibilité d'utiliser le Produit Logiciel, la prestation ou la non-prestation des Services d'assistance ou autrement en vertu de ou relativement à toute disposition de cette convention, que ce soit en cas de faute, de délit (y compris la négligence), de responsabilité stricte, de manquement à un contrat ou de manquement à une garantie de Microsoft ou de l'un de ses fournisseurs, et ce, même si Microsoft ou l'un de ses fournisseurs a été avisé de la possibilité de tels dommages.

LIMITATION DE RESPONSABILITÉ ET RECOURS. Malgré tout dommage que vous pourriez encourir pour quelque raison que ce soit (y compris, mais sans limitation, tous les

dommages mentionnés ci-dessus et tous les dommages directs et généraux), la seule responsabilité de Microsoft et de ses fournisseurs en vertu de toute disposition de cette convention et votre unique recours en regard de tout ce qui précède sont limités au plus élevé des montants suivants: soit (a) le montant que vous avez payé pour le Produit Logiciel, soit (b) un montant équivalant à cinq dollars U.S. (5,00 \$ U.S.). Les limitations, exclusions et renoncations ci-dessus s'appliquent dans toute la mesure permise par la législation en vigueur, et ce même si leur application a pour effet de priver un recours de son essence.

DROITS LIMITÉS DU GOUVERNEMENT AMÉRICAIN

Tout Produit Logiciel fourni au gouvernement américain conformément à des demandes émises le ou après le 1er décembre 1995 est offert avec les restrictions et droits commerciaux décrits ailleurs dans la présente convention. Tout Produit Logiciel fourni au gouvernement américain conformément à des demandes émises avant le 1er décembre 1995 est offert avec des DROITS LIMITÉS tels que prévus dans le FAR, 48CFR 52.227-14 (juin 1987) ou dans le FAR, 48CFR 252.227-7013 (octobre 1988), tels qu'applicables.

Sauf lorsqu'expressément prohibé par la législation locale, la présente convention est régie par les lois en vigueur dans la province d'Ontario, Canada. Pour tout différend qui pourrait découler des présentes, vous acceptez la compétence des tribunaux fédéraux et provinciaux siégeant à Toronto, Ontario.

Si vous avez des questions concernant cette convention ou si vous désirez communiquer avec Microsoft pour quelque raison que ce soit, veuillez contacter la succursale Microsoft desservant votre pays, ou écrire à: Microsoft Sales Information Center, One Microsoft Way, Redmond, Washington 98052-6399.