

Microsoft Data Access Components 2.1 End-User License Agreement

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 identified above, which includes computer software components and may include associated media, printed materials, and "online" or electronic documentation ("SOFTWARE"). By installing, copying, or otherwise using the SOFTWARE, 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.

SOFTWARE LICENSE

The SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is licensed, not sold.

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

(a) Use with existing Microsoft products for which you have previously acquired a licensed copy ("MS Product"). Subject to the terms of this EULA, Microsoft grants to you as an individual, a personal, nonexclusive license to make and use one copy of the SOFTWARE in conjunction with any commercially-released MS Product. You have the additional right to make and use up to that number of copies of the SOFTWARE equal to the number of copies of such MS Product(s) that you have previously licensed.

(b) Developing applications using Microsoft Visual C++, Microsoft FoxPro, Visual Basic, Visual Studio, Visual Interdev, Visual J++, or Office Developers Edition (each a "Microsoft Development Tool"). If you have a valid license for any commercially released MS Product, Microsoft also grants to you as an individual, a personal, nonexclusive license to install and use copies of the SOFTWARE for the sole purposes of designing, developing, and testing your software products. You may install copies of the SOFTWARE on an unlimited number of computers provided that you are the only individual using the SOFTWARE. If you are an entity, Microsoft grants you the right to designate one individual within your organization to have the right to use the SOFTWARE in the manner provided above. In addition, if you have acquired more than one valid license for Microsoft Development Tools, you may designate additional individuals within your organization to use the SOFTWARE in the manner described above, provided that the total number of all such designated individuals shall not exceed the number of valid licenses that you have previously acquired for Microsoft Development Tools. You may make an unlimited number of copies (either in hard copy or electronic form) of any electronic documents included with the SOFTWARE, provided that such copies shall be used for internal purposes and are not republished or distributed beyond your premises.

(i) Redistributable Components. In addition to the rights granted in Section 1 (b), Microsoft grants you a nonexclusive, royalty-free right to reproduce and distribute all the component files of the SOFTWARE ("Redistributables"), provided that you comply with the following:

(ii) Redistribution Requirements. If you redistribute the Redistributables, you agree to (a) distribute the Redistributables in object code only in conjunction with and as a part of a software application product developed by you with a Microsoft Development Tool that adds significant and primary functionality to the Redistributables ("Application"); (b) not use Microsoft's name, logo, or trademarks to market your Application; (c) include a valid copyright notice with your Application; (d) include all copyright and trademark notices contained in the Redistributables; (e) include a copy of this EULA with any Redistributables you distribute; (f) indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of your Application, and (g) not permit further distribution of the Redistributables by your end user. The following exception applies: 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 Application.

If you redistribute the "ADO Files" or "OLE DB Files" (as defined below) all of the foregoing requirements apply to you except that you do not have to develop the Application with a Microsoft Development Tool. For purposes of the foregoing "ADO Files" shall mean the following files: msader15.dll, msado15.dll, msador15.dll, msadrh15.dll, msadox.dll, msadomd.dll, adovbs.inc and adojava.inc; "OLE DB Files" shall mean the following files: msdadc.dll, msdaenum.dll, msdaer.dll, msdasc.dll, oledb32.dll, oledb32r.dll, oledb32x.dll, msdaps.dll, msdasql.dll, msdasqlr.dll, msxactps.dll, msdatl2.dll and msdatt.dll.

If you redistribute the "Jet Files" (as defined below) you agree to the following additional requirements: (a) that your Application does not substantially duplicate the capabilities of Microsoft Access or, in the reasonable opinion of Microsoft, compete with same; and (b) unless your Application requires your customers to license Microsoft Access in order to operate, you may not reproduce or use any of the Jet Files for commercial distribution in conjunction with a general purpose word processing, spreadsheet or database management software product, or an integrated work or product suite whose components include a general purpose word processing, spreadsheet, or database management software product except for the exclusive use of importing data to the various formats supported by Microsoft Access. Note: A product that includes limited word processing, spreadsheet or database components along with other components which provide significant and primary value, such as an accounting product with limited spreadsheet capability, is not considered to be a "general purpose" product. For purposes of the foregoing the "Jet Files" shall mean the following files: vbar332.dll, vbajet32.dll, expsrv.dll, msexch40.dll, msjint40.dll, msexcl40.dll, msjet40.dll, msjetoledb40.dll, msjter40.dll, msjtes40.dll, msltus40.dll, mspbde40.dll, msrclr40.dll, msrd2x40.dll, msrd3x40.dll, msrecr40.dll, msrepl40.dll, msrpfs40.dll, msrpjt40.dll, mstext40.dll, mswdat10.dll, mswstr10.dll, msxbde40.dll, msexcl35.dll, msjet35.dll, msjint35.dll, msjter35.dll, msltus35.dll, mspdox35.dll, msrd2x35.dll, msrepl35.dll, mstext35.dll, msxbse35.dll, msexch35.dll.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

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.

Separation of Components. The component parts of the SOFTWARE may not be separated for use on more than one computer.

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

Support Services. Microsoft may provide you with support services related to the SOFTWARE ("Support Services"). Use of Support Services is governed by the Microsoft policies and programs described in the user manual, in "online" documentation, and/or in other Microsoft-provided materials. Any supplemental software code provided to you as part of the Support Services shall be considered part of the SOFTWARE 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.

Software Transfer. You may permanently transfer all of your rights under this EULA, provided you retain no copies, you transfer all of the SOFTWARE (including all component parts, the media and printed materials, any upgrades, this EULA, and, if applicable, the Certificate of Authenticity), and the recipient agrees to the terms of this EULA. If the SOFTWARE is an upgrade, any transfer must include all prior versions of the SOFTWARE.

Performance or Benchmark Testing. You may not disclose the results of any benchmark test using the SOFTWARE to any third party without Microsoft's prior written approval.

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.

3. UPGRADES. If the SOFTWARE is labeled as an upgrade, you must be properly licensed to use software identified by Microsoft as being eligible for the upgrade in order to use the SOFTWARE. SOFTWARE labeled as an upgrade replaces and/or supplements the software that formed the basis for your eligibility for the upgrade. You may use the resulting upgraded software only in accordance with the terms of this EULA. If the SOFTWARE is an upgrade of a component of a package of software programs that you licensed as a single product, the SOFTWARE may be used and transferred only as part of that single product package and may not be separated for use on more than one computer.

4. COPYRIGHT. All title and copyrights in and to the SOFTWARE (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE), the accompanying printed materials, and any copies of the SOFTWARE are owned by Microsoft or its suppliers. The SOFTWARE is protected by copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE like any other copyrighted material except that you may install the SOFTWARE on a single computer provided you keep the original solely for backup or archival purposes. You may not copy the printed materials accompanying the SOFTWARE.

5. DUAL-MEDIA SOFTWARE. You may receive the SOFTWARE 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.

6. U.S. GOVERNMENT RESTRICTED RIGHTS. The SOFTWARE and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Microsoft Corporation/One Microsoft Way/Redmond, WA 98052-6399.

7. EXPORT RESTRICTIONS. You acknowledge that the SOFTWARE and documentation licensed hereunder are subject to the export control laws and regulations of the U.S.A., and any amendments thereof. You confirm that with respect to the SOFTWARE and Documentation, you will not export or re-export them, directly or indirectly, to any country that is subject to U.S.A. export restrictions. You further acknowledge that the SOFTWARE may include technical data subject to export and re-export restrictions imposed by U.S.A. law.

MISCELLANEOUS

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

If this SOFTWARE 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.

LIMITED WARRANTY

NO WARRANTIES. Microsoft expressly disclaims any warranty for the SOFTWARE. The SOFTWARE and any related documentation is provided "as is" without warranty of any kind, either express or implied, including, without limitation, the implied warranties or merchantability, fitness for a particular purpose, or noninfringement. The entire risk arising out of use or performance of the SOFTWARE remains with you.

NO LIABILITY FOR DAMAGES. In no event shall Microsoft or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use this Microsoft SOFTWARE, even if Microsoft has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

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

GARANTIE LIMITÉE

EXCLUSION DE GARANTIES. Microsoft renonce entièrement à toute garantie pour le LOGICIEL. Le LOGICIEL et toute autre documentation s'y rapportant sont fournis « comme tels » sans aucune garantie quelle qu'elle soit, expresse ou implicite, y compris, mais ne se limitant pas aux garanties implicites de la qualité marchande, d'adaptation à un usage particulier ou d'absence de violation des droits des tiers. Le risque total découlant de l'utilisation ou de la performance du LOGICIEL est entre vos mains.

ABSENCE DE RESPONSABILITÉ POUR LES DOMMAGES. Microsoft ou ses fournisseurs ne pourront être tenus responsables en aucune circonstance de tout dommage quel qu'il soit (y compris mais non de façon limitative les dommages directs ou indirects causés par la perte de bénéfices commerciaux, l'interruption des affaires, la perte d'information commerciale ou toute autre perte pécuniaire) résultant de l'utilisation ou de l'impossibilité d'utilisation de ce produit, et ce, même si la société Microsoft a été avisée de l'éventualité de tels dommages. Parce que certains états/jurisdictions ne permettent pas l'exclusion ou la limitation de responsabilité relative aux dommages indirects ou consécutifs, la limitation ci-dessus peut ne pas s'appliquer à votre égard.

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

AU CAS OÙ VOUS AURIEZ DES QUESTIONS CONCERNANT CETTE LICENCE OU QUE VOUS DÉSIRIEZ VOUS METTRE EN RAPPORT AVEC MICROSOFT POUR QUELQUE RAISON QUE CE SOIT, VEUILLEZ CONTACTER LA SUCCURSALE MICROSOFT DESSERVANT VOTRE PAYS, DONT L'ADRESSE EST FOURNIE DANS CE PRODUIT, OU ÉCRIVEZ À : MICROSOFT SALES INFORMATION CENTER, ONE MICROSOFT WAY, REDMOND, WASHINGTON 98052-6399.