

END-USER LICENSE AGREEMENT FOR MICROSOFT SOFTWARE

Microsoft BootVis Tool for Microsoft Windows XP

IMPORTANT—READ CAREFULLY: This is a Microsoft End-User License Agreement ("EULA") and is a legal agreement between you (either an individual or a single entity) and Microsoft Corporation ("Microsoft") for the Microsoft software identified above, which includes computer software and may include associated media, printed materials, additional computer software applications, and "online" or electronic documentation, and Internet-based services (collectively, "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 TO THE TERMS OF THIS EULA, DO NOT INSTALL, COPY OR OTHERWISE USE THE SOFTWARE PRODUCT.**

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.

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

a. **License Grant.** Microsoft grants you, as an individual, a personal, limited, non-exclusive, nontransferable, non-assignable license: (a) to reproduce and install the SOFTWARE PRODUCT on each of your computers residing on your premises that is running a validly licensed copy of Windows XP Professional and/or Windows XP Home Edition ("Windows XP Operating System"), solely for purposes of creating a graphical view of the boot and resume times for program start-up for internal testing of the Windows XP Operating System. If you are an entity, you must obtain a valid license for each individual using the SOFTWARE PRODUCT within your organization.

b. **Reserved Rights.** All rights not expressly granted are reserved to Microsoft.

2. DESCRIPTION OF OTHER RIGHTS, CONDITIONS AND LIMITATIONS.

a. **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.

b. **Separation of Components.** The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use by more than one user.

c. **No Distribution.** You agree that this EULA does not grant to you any distribution rights nor any other development rights or marketing rights to the SOFTWARE PRODUCT or any derivative works thereof, in either source or object code form. Notwithstanding any information provided in the on-line documentation or other materials accompanying the SOFTWARE PRODUCT, you may not provide or otherwise distribute to a third party any portion of the SOFTWARE PRODUCT.

d. **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.

e. **Maintenance.** Microsoft is not obligated to provide maintenance, technical or other support, or updates to you for the SOFTWARE PRODUCT licensed under this EULA.

f. **No Rental/Transfer.** You may not rent, lease, lend, or otherwise provide commercial hosting services, sell, sublicense, assign, or otherwise transfer the SOFTWARE PRODUCT or any of the rights granted to you under this EULA to any third parties.

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 full or partial copies of the SOFTWARE PRODUCT and any materials related to the SOFTWARE PRODUCT provided by Microsoft.

4. ADDITIONAL SOFTWARE/SERVICES. This EULA applies to updates, supplements, add-on components and Internet-based service components of the SOFTWARE PRODUCT, including without limitation service packs and hot fixes (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. Microsoft reserves the right to discontinue any Internet-based services provided to you or made available to you through the use of the SOFTWARE PRODUCT. This EULA does not grant any rights to use the Microsoft Windows XP Professional product or any other Microsoft product or technology.

5. LINKS TO THIRD PARTY SITES. To the extent that the SOFTWARE PRODUCT includes links to third party sites, you may link to such 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 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.

6. 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.

7. 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 the SOFTWARE PRODUCT, including the U.S. Export Administration Regulations, as well as end-user, end-use and country destination restrictions issued by U.S. and

other governments. For additional information on exporting Microsoft products, see <http://www.microsoft.com/exporting/>.

8. DISCLAIMER OF WARRANTIES. 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.**

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, 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 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.

10. 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 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. 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.

12. 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.

13. 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 Product. **The SOFTWARE PRODUCT is licensed, not sold.**