END-USER LICENSE AGREEMENT FOR MICROSOFT SIDEWINDER 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 product identified above, which includes computer software and associated media and printed materials (if any) and may include 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, you are not authorized to use the SOFTWARE.

Software PRODUCT 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:
 - **Software.** You may install and use one copy of the SOFTWARE on a single computer in conjunction with use of the applicable Microsoft SideWinder Input Device.
 - Storage/Network Use. You may also store or install a copy of the SOFTWARE on a storage device, such as a network server, used only to install or run the SOFTWARE on your other computers over an internal network; however, you must acquire and dedicate a license for each separate computer on which the SOFTWARE is installed or run from the storage device, and each such computer must use the applicable SideWinder Input Device in conjunction with the SOFTWARE. A license for the SOFTWARE may not be shared or used concurrently on different computers.

2. RESTRICTIONS.

- You must maintain all copyright notices on all copies of the SOFTWARE.
- 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.
- You may not rent or lease or lend the SOFTWARE.
- 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) along with the applicable
 SideWinder Input Device, and the recipient agrees to the terms of this EULA. If the SOFTWARE portion
 is an upgrade, any transfer must include all prior versions of the SOFTWARE.
- **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 and all of its component parts.
- **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.
- **5. 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.
- 6. NO WARRANTY. Any use of the SOFTWARE is at your own risk. The SOFTWARE is provided for use only with the applicable Microsoft SideWinder Input Device. To the maximum extent permitted by applicable law, Microsoft and its suppliers disclaim all warranties and conditions, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- 7. NO LIABILITY FOR CONSEQUENTIAL 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, 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 the SOFTWARE, even if Microsoft has been advised of the possibility of such damages. Because some states and jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

8. LIMITATION OF LIABILITY. Microsoft's entire liability and your exclusive remedy under this EULA shall not exceed Five U.S. Dollars (US\$5.00).

9. MISCELLANEOUS

This EULA is governed by the laws of the State of Washington, U.S.A.

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.