

## MICROSOFT OFFICIAL CURRICULUM PRODUCT END-USER LICENSE AGREEMENT

**IMPORTANT—READ CAREFULLY—BY BREAKING THE SEAL OF THE PRODUCT PACKET OR OTHERWISE USING THE PRODUCT, YOU WILL BE BOUND BY THE TERMS OF THIS AGREEMENT:** This Microsoft Official Curriculum courseware may contain software or other material provided by Microsoft or its suppliers (collectively, the "PRODUCT"), the use of which is subject to the terms of the following Microsoft notices. Each software program is subject to an end-user license agreement ("License Agreement"), which is a legal agreement between you (either an individual or a single entity) and Microsoft Corporation covering the permitted uses of the software and associated media or printed materials (including any "online" or electronic documentation). By installing, copying, or otherwise using the software provided as part of the PRODUCT, you agree to be bound by the terms of the applicable License Agreement. If you do not agree to the terms of the License Agreement, (a) do not break the seal of the PRODUCT packet, (b) do not use the software or its associated materials, and (c) return the PRODUCT.

### NOTICE SPECIFIC TO SOFTWARE AVAILABLE WITH PRODUCT

The term "End-User" as used herein refers to (a) the customer who purchased the PRODUCT from a qualified source, (b) the customer who attended a course delivered by a Microsoft CTEC (as defined below) and received a copy of the PRODUCT, or (c) any permitted transferee or assignee of the PRODUCT.

Grant of License. Any software that is made available to use with this PRODUCT ("Software") is the copyrighted work of Microsoft Corporation and/or its suppliers. **Use of any particular Software shall be governed by one of the following License Agreements:**

- (1) **General License.** Microsoft grants End-User a limited, non-exclusive, royalty-free license to install and use one copy of the Software on a single computer that is used or accessible by a single user at any one time, provided that End-User:
- shall not modify the Software, except as expressly provided below;
  - shall not distribute the Software or any portion thereof;
  - shall not rent, loan, lease, sell, sublicense, or assign the Software or any accompanying printed materials;
  - shall not use the Software to provide training where a fee is charged in public or private classes;
  - shall not reverse engineer, decompile or disassemble the Software, except to the extent that the foregoing restriction is expressly prohibited by local law; and
  - shall not transfer rights to the Software except as expressly provided herein.

All other rights are reserved to Microsoft. Microsoft and its suppliers retain all title and ownership rights to the Software and do not transfer or license any rights to the Software or any part thereof except as specifically stated herein.

- (2) **Alternate License.** The general license set forth above shall be superceded and replaced by the terms of the License Agreement, if any, which accompanies or is included with any specific Software. End-User may be unable to install Software that is accompanied by or includes a License Agreement, unless End-User first agrees to the License Agreement terms. All other rights are reserved to Microsoft. Microsoft and its suppliers retain all title and ownership rights to the Software, and do not transfer or license any rights to the Software or any part thereof except as specifically stated herein.

- (3) **Sample Code License.** If particular code or a sample application is provided as part of the laboratory exercises included in the PRODUCT ("Sample Code"), such Sample Code is provided "as is" with no warranties of any kind. Microsoft grants End-User the limited, non-exclusive, royalty-free license to install, use, modify, and copy the Sample Code for personal use, provided that End-User shall not (a) distribute the Sample Code or any portion thereof; (b) rent, loan, lease, sell, sublicense, or assign the Sample Code; (c) use the Sample Code to provide training where a fee is charged in public or private classes; and/or (d) transfer any rights to the Sample Code. If End-User modifies the Sample Code, End-User shall, at End-User's expense and Microsoft's request, defend any claim or action brought against Microsoft, and Microsoft's subsidiaries, affiliates, directors, officers, employees, agents and independent contractors, concerning any modification to Sample Code made by or on behalf of End-User, and End-User will indemnify and hold Microsoft harmless from and against any costs, damages and fees reasonably incurred by Microsoft, including but not limited to fees of attorneys and other professionals, that are attributable to such claim. Microsoft shall (a) provide End-User reasonably prompt notice in writing of any such claim or action and permit End-User, through counsel mutually acceptable to Microsoft and End-User, to answer and defend such claim or action; and (b) provide End-User information, assistance and authority, at End-User's expense, to help End-User to defend such claim or action. End-User will not be responsible for any settlement made by Microsoft without End-User's written permission, which permission will not be unreasonably withheld.

**Other License Limitations.** The Software is made available for installing solely for use by End-User according to the applicable License Agreement, and is provided without access to technical or other support services from Microsoft or its suppliers unless otherwise agreed to in a separate agreement. Any reproduction or redistribution of the Software not in accordance with the License Agreement is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. **WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE SOFTWARE ON ANY SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED.**

**Disclaimer of Warranties.** THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE LICENSE AGREEMENT. EXCEPT AS WARRANTED IN THE LICENSE AGREEMENT, MICROSOFT CORPORATION AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

**Restricted Rights.** Any Software which is used and/or installed from PRODUCT for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. 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.

### NOTICE SPECIFIC TO DOCUMENTS AND/OR OTHER MATERIAL AVAILABLE WITH PRODUCT

Any reproduction or redistribution of documents, videos, audios, graphics and/or any other material contained on any media that are part of PRODUCT ("Other Material") is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

Elements of PRODUCT are protected by trade dress and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from the PRODUCT may be copied or retransmitted unless expressly permitted by Microsoft.

**No Warranties.** MICROSOFT AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION, AUDIO/VISUAL PRESENTATION, OR ANY OTHER ASPECT OF THE OTHER MATERIAL THAT MAY BE CONTAINED IN THE PRODUCT FOR ANY PURPOSE. ALL SUCH OTHER MATERIAL IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. MICROSOFT AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO OTHER MATERIAL, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

## MICROSOFT OFFICIAL CURRICULUM PRODUCT END-USER LICENSE AGREEMENT (continued)

### NOTICE REGARDING LINKS TO THIRD PARTY SITES

THE PRODUCT MAY INCLUDE LINKS TO THIRD PARTY SITES. SUCH LINKED SITES, IF ANY, ARE NOT UNDER THE CONTROL OF MICROSOFT AND MICROSOFT IS NOT RESPONSIBLE FOR THEIR CONTENTS, OR ANY OTHER LINK CONTAINED THEREIN. MICROSOFT PROVIDES THESE LINKS ONLY AS A CONVENIENCE, AND THE INCLUSION OF ANY SUCH LINK DOES NOT IMPLY ENDORSEMENT BY MICROSOFT OF THE LINKED SITE.

### NOTICE REGARDING ALL OF THE PRODUCT

**Transfer of PRODUCT.** End-User may permanently transfer all of End-User's rights in the PRODUCT, provide that End-User (a) retains no copies of the PRODUCT; (b) transfers all of the PRODUCT (including all component parts, the media and printed materials, any upgrades, the License Agreements and, if applicable, the Certificate of Authenticity), and (c) the recipient agrees to the terms and conditions of the License Agreement(s). If the PRODUCT is an upgrade, any transfer must include all prior versions of the PRODUCT.

**Services.** Microsoft may, but is not obligated to, provide to End-Users support services related to the PRODUCT in a separate agreement ("Services").

**Errors.** The Software, documents, videos, graphics and other information in the PRODUCT may include technical inaccuracies or typographical errors. MICROSOFT AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS OR CHANGES IN THE PRODUCT AT ANY TIME AND WITHOUT NOTICE.

**Limitation of Liabilities.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MICROSOFT AND/OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA OR PROFITS OR ANY OTHER PECUNIARY LOSS), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF ANY PART OR ALL OF THE PRODUCT, PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR INFORMATION AVAILABLE FROM THE PRODUCT. IN ANY CASE, MICROSOFT'S ENTIRE LIABILITY AND YOUR SOLE REMEDY SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID FOR THE PRODUCT OR US\$5.00; PROVIDED, HOWEVER, IF YOU HAVE ENTERED INTO A MICROSOFT SERVICES AGREEMENT, MICROSOFT'S ENTIRE LIABILITY REGARDING SUCH SERVICES SHALL BE GOVERNED BY THE TERMS OF THAT AGREEMENT. BECAUSE SOME STATE AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**Copyrights.** All title and copyrights in and to the PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the PRODUCT), the accompanying printed materials, and any copies of the PRODUCT are owned by Microsoft and/or its suppliers. The PRODUCT is protected by copyright laws and international treaty provisions. Therefore, you must treat the PRODUCT like any other copyrighted material.

**Trademarks.** Microsoft and any Microsoft products referenced in PRODUCT are either trademarks or registered trademarks of Microsoft. Other product and company names mentioned herein may be the trademarks of their respective owners.

**Disclaimer.** The names of companies, products, people, characters and/or data mentioned herein are fictitious and are in no way intended to represent any real individual, company, product or event, unless otherwise noted.

**Reservation of Rights.** Any rights not expressly granted herein are reserved.

**Governing Law.** Use of this PRODUCT is governed by the laws of the State of Washington, U.S.A. Should you have any questions concerning this PRODUCT, 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.

### GUIDELINES AND DEFINITIONS

The PRODUCT is a training tool designed for use by Microsoft Certified Technical Education Centers (Microsoft CTEC), by Authorized Academic Training Providers (AATP), and other organizations that Microsoft may designate from time to time in writing. The PRODUCT is intended to allow Microsoft's technical training channel to deliver systems, support and development training classes to computer professionals. In order to achieve optimum results, the PRODUCT should be presented in a classroom setting using Microsoft Certified Trainers and certain classroom setup guides and equipment configuration guidelines in the Microsoft Certified Technical Education Center Program Guide, which is available on the Microsoft CTEC Web site at <http://www.microsoft.com/ctec>. Microsoft Official Curriculum (MOC) is intended to prepare you for Microsoft Certified Professional (MCP) exams. However, we do not expect you to be able to take a course, and then pass an exam. Our courses introduce you to the product and the skills that you will need, but you will also require practical product experience to pass an exam.

**Microsoft Official Curriculum (MOC):** a collection of course materials developed by Microsoft for use in delivering training and solutions on Microsoft products and technology.

**Microsoft Certified Trainer (MCT):** an individual who demonstrates the necessary instructional and technical skills, and is certified by Microsoft to deliver Microsoft Official Curriculum through Microsoft Certified Technical Education Centers.

**Microsoft Certified Technical Education Centers (Microsoft CTEC):** any location which has met the Microsoft qualifications for designation as (1) a Microsoft Certified Solution Provider (MCSP) site, and (2) a site providing Microsoft Certified Technical Education Center services. These sites use MCTs to train students on the MOC courses.