

CANON SOFTWARE LICENSE AGREEMENT

READ THIS AGREEMENT BEFORE CLICKING THE BUTTON INDICATING YOUR ACCEPTANCE AS STATED BELOW! BY CLICKING THE BUTTON INDICATING YOUR ACCEPTANCE AS STATED BELOW, YOU AGREE TO BE BOUND BY TERMS AND CONDITIONS OF THIS AGREEMENT.

**Software Name: iW Document Server Version 2.0 (the "iWDS")
iW Document Importer Version 2.0 (the "iWDI")**

This document is a license agreement ("Agreement") between you and Canon Inc. ("Canon"), and governs your use of the software above (collectively, the "SOFTWARE"). IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT USE THE SOFTWARE; PROMPTLY RETURN PACKAGE WITH PROOF OF PAYMENT (IF ANY), TO THE PLACE WHERE YOU OBTAINED IT.

DEFINITIONS

Within this license the following definitions shall apply:

Where the context permits the plural shall include the singular.

"CLIENT ACCESS LICENSE" is a license which is granted to you by Canon. The CLIENT ACCESS LICENSE permits you to use the iWDS on specified computers and from any other computers connected with such specified computers via a network.

"Use" as used herein shall include storing, loading, installing, accessing, executing or displaying.

1. GRANT OF LICENSE:

If you are supplied the SOFTWARE without a CLIENT ACCESS LICENSE or License Certificate, then you are granted a Trial License only, otherwise you are granted a Full License subject to the maximum number of named USERS defined in the CLIENT ACCESS LICENSE or License Certificate.

- (a) (i) Trial License. Canon grants you a limited personal non-exclusive license (i) to store, load and install the iWDS on unlimited number of computers, and to have "USERS" (who are your officers and employees) use ("use" as used herein shall mean accessing, executing and displaying) the iWDS on another computers via network and (ii) to store, load and install the iWDI on unlimited number of computers, and to use the iWDI on such computer, solely for evaluation purposes during an evaluation period of forty-five (45) days following initial activation of the SOFTWARE as "trial" ("Evaluation Period"). In the event you do not wish to continue to use the SOFTWARE under a Full License as provided in Section 1.(a)(ii) below, the Trial License shall terminate upon the expiration of the Evaluation Period, and you shall promptly cease to use and uninstall the SOFTWARE. In the event you wish to continue to use the SOFTWARE under the Full License, you are required to obtain a Full License separately from Canon's subsidiaries or affiliates, their distributors or dealers.
- (ii) Full License. Canon grants you a personal non-exclusive license (i) to store, load and install the iWDS on number of computers specified in the package of the SOFTWARE or the license certificate contained in the package (collectively, the "CERTIFICATE") and USERS identified by you up to the number specified in the CERTIFICATE may use the iWDS under CAL (as defined below), and (ii) to store, load and install the iWDI on unlimited number of computers, and to use the iWDI on such computer, for purposes of its internal business use. You are required to register the USERS on the iWDS before such USERS use the iWDS. In the event that you purchase a further CAL, you are also required to register the additional USERS on the iWDS to use the iWDS. In the event you purchase the iWDS additionally, you may transfer the USERS registered on the iWDS

already purchased by you to the additional iWDS, and register such USERS on such additional iWDS. In such a case, such USERS may not use the iWDS formerly registered.

- (b) You shall have the USERS comply with the restrictions and obligations hereunder, and shall bear all responsibilities for such compliance by USERS.
- (c) You may make one copy of the SOFTWARE solely for back-up purposes.
- (d) Except as expressly provided herein, no license or right, expected or implied, is hereby conveyed or granted by Canon to you for any intellectual property of Canon and its licensors.

2. RESTRICTIONS:

- (a) Except as expressly provided herein, you may not assign, sublicense, market, distribute, or transfer the SOFTWARE to any third party;
- (b) You may not decompile, reverse engineer, disassemble or otherwise reduce the code of the SOFTWARE to human readable form;
- (c) YOU MAY NOT MODIFY, ADAPT, TRANSLATE, RENT, LEASE OR LOAN THE SOFTWARE OR CREATE DERIVATIVE WORKS BASED ON THE SOFTWARE, AND NOT ALLOW ANY OTHER PARTY TO DO SO.
- (d) If you require any "ADOBE" software in order to use the SOFTWARE, (i) you must obtain such ADOBE software via a valid license, and (ii) your use of such ADOBE software must be in accordance with the terms and conditions of the end user license agreement that ships with such ADOBE software. In this Agreement, "ADOBE" means Adobe Systems Incorporated, having its principal place of business at 345 Park Avenue, San Jose, California 95110, U.S.A., if a license is acquired when you are in The United States, Canada or Mexico; otherwise it means Adobe Systems Software Ireland Limited, having its principal place of business at Unit 3100, Lake Drive, City West Campus, Saggart D24, Dublin, Republic of Ireland.

3. COPYRIGHT NOTICE: You may not modify, remove or delete any copyright notice of Canon or its licensors contained in the SOFTWARE, including any copy thereof.

4. OWNERSHIP: Canon and its licensors retain in all respects the title, ownership and intellectual property rights in and to the SOFTWARE.

5. EXPORT CONTROL: You agree that the SOFTWARE will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any applicable export control laws, restrictions or regulations of the countries involved (collectively the "Export Laws").

6. SUPPORT AND UPDATE: Canon, its licensors, Canon's subsidiaries or affiliates, their distributors and dealers are not responsible for maintaining the SOFTWARE, helping you to use the SOFTWARE, or providing you with any updates, fixes or support for the SOFTWARE hereunder.

7. DISCLAIMER OF WARRANTIES AND LIABILITY:

LIMITED WARRANTY.

THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS WITH YOU. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME STATES, PROVINCES OR LEGAL JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR CONDITIONS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS

AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE, PROVINCE TO PROVINCE OR JURISDICTION TO JURISDICTION.

CANON, CANON'S SUBSIDIARIES OR AFFILIATES, THEIR DISTRIBUTORS, DEALERS OR CANON'S LICENSORS DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

However, Canon or Canon's subsidiary warrants the medium on which the SOFTWARE is stored (if any) to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of you obtained the same as evidenced by a receipt or otherwise.

CUSTOMER REMEDIES.

Canon, Canon's subsidiaries and affiliates, their distributors, dealers and Canon's licensors, entire liability and your exclusive remedy shall be the replacement of the medium not meeting the LIMITED WARRANTY set forth above. The LIMITED WARRANTY does not apply if failure of the medium has resulted from accident, abuse or misapplication of the SOFTWARE and may not extend to anyone other than the original user of the SOFTWARE.

You represent and warrant that it complies with all terms and conditions provided herein.

NO LIABILITY FOR DAMAGES.

IN NO EVENT SHALL EITHER CANON, CANON'S SUBSIDIARIES OR AFFILIATES, THEIR DISTRIBUTORS, DEALERS OR CANON'S LICENSORS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, LOSS OF BUSINESS INFORMATION, BUSINESS INTERRUPTION OR OTHER COMPENSATORY, INCIDENTAL OR CONSEQUENTIAL DAMAGES) ARISING OUT OF THE SOFTWARE, USE THEREOF OR INABILITY TO USE THE SOFTWARE EVEN IF EITHER CANON, CANON'S SUBSIDIARIES OR AFFILIATES, THEIR DISTRIBUTORS, DEALERS OR CANON'S LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES, PROVINCES OR LEGAL JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR PERSONAL INJURY OR DEATH RESULTING FROM NEGLIGENCE ON THE PART OF SELLER, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

RELEASE OF LIABILITY.

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY RELEASE CANON, CANON'S SUBSIDIARIES AND AFFILIATES, THEIR DISTRIBUTORS, DEALERS AND CANON'S LICENSORS FROM ANY AND ALL LIABILITY ARISING OUT OF, OR RELATED TO, ALL CLAIMS CONCERNING THE SOFTWARE OR ITS USE.

- 8. Term:** This Agreement is effective upon your acceptance hereof by clicking the button indicating your acceptance as stated below and remains in effect unless you terminated as provided herein. You may terminate this Agreement by destroying the SOFTWARE including any and all copies thereof. This Agreement shall also terminate if you fail to comply with any terms of this Agreement. In the event that this Agreement terminates for your failure to comply with this Agreement, in addition to Canon enforcing its respective legal rights, you must promptly destroy the SOFTWARE including any and all copies thereof. Notwithstanding the foregoing, Sections 4, and 6 through 8, 10 and 11 shall survive any termination of this Agreement.
- 9. U.S. GOVERNMENT RESTRICTED RIGHTS NOTICE:** The SOFTWARE is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (Oct 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users shall acquire the Software with only those rights set forth herein. Manufacturer is Canon Inc./30-2, Shimomaruko 3-chome, Ohta-ku, Tokyo 146-8501, Japan.

10. SEVERABILITY: In the event that any provision of this Agreement is declared or found to be illegal by any court or tribunal of competent jurisdiction, such provision shall be null and void with respect to the jurisdiction of that court or tribunal and all the remaining provisions of this Agreement shall remain in full force and effect.

11. Third Party Software: The SOFTWARE includes third-party software modules. Use of these software modules are subject to conditions (1) to (3) below.

(1) The fonts contained in the Adobe PDF Library in the SOFTWARE include font software and you may embed copies of such font software into your documents for the purpose of printing and viewing the document. No other embedding rights regarding such font software are implied or permitted under this license.

(2) Use of "framework 3.5.0.12683.swf" and "framework 3.5.0.12683.swz" of Adobe Systems Incorporated (collectively, the "SDK COMPONENTS") are subject to conditions (a) to (d) below, in addition to Section 1 to 10 above.

(a) Notwithstanding Section 2.(c) hereof, decompiling the SDK COMPONENTS is permitted to the extent the laws of your jurisdiction give you the right to do so to obtain information necessary to render the SDK COMPONENTS interoperable with other software; provided, however, that you must first request such information from ADOBE and ADOBE may, in its discretion, either provide such information to you or impose reasonable conditions, including a reasonable fee, on such use of the source code to ensure that ADOBE's and its suppliers' proprietary rights in the source code for the SDK COMPONENTS are protected.

(b) Notwithstanding anything to the contrary in Section 2.(a), you may transfer copies of the SDK COMPONENTS installed on one of your computers to another one of your computers provided that the resulting installation and use of the SDK COMPONENTS is in accordance with the terms of this Agreement and does not cause you to exceed your right to use the SDK COMPONENTS under this Agreement.

(c) Except as expressly authorized under this Agreement, you are prohibited from: (i) using the SDK COMPONENTS on behalf of third parties; (ii) renting, leasing, lending or granting other rights in the SDK COMPONENTS including rights on a membership or subscription basis; and (iii) providing use of the SDK COMPONENTS in a computer service business, third party outsourcing facility or service, service bureau arrangement, network, or time sharing basis.

(d) If the SDK COMPONENTS is identified as an export controlled item under the Export Laws, you represent and warrants that you are not a citizen of, or located within, an embargoed or otherwise restricted nation (including Iran, Iraq, Syria, Sudan, Libya, Cuba and North Korea) and that you are not otherwise prohibited under the Export Laws from receiving the SDK COMPONENTS. All rights to install and use the SDK COMPONENTS are granted on condition that such rights are forfeited if you fail to comply with the terms of this Agreement.

(3) You may need to install some third party software on your computer to install and use the SOFTWARE. YOU SHALL BE REGARDED AS AGREED TO THE TERMS AND CONDITIONS FOR SUCH THIRD PARTY SOFTWARE BELOW BY CLICKING I ACCEPT.

12. ACKNOWLEDGMENT: BY CLICKING THE BUTTON INDICATING YOUR ACCEPTANCE AS STATED BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTOOD IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU ALSO AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN YOU AND CANON CONCERNING THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, VERBAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN YOU AND CANON RELATING TO THE SUBJECT MATTER HEREOF. NO AMENDMENT TO THIS AGREEMENT SHALL BE EFFECTIVE UNLESS SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF CANON.

Should you have any questions concerning this Agreement, or if you desire to contact Canon for any

reason, please write to Canon's sales subsidiary or distributor/dealer, serving the country where you obtained the products.

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT SQL SERVER 2008 R2 REMOTE BLOB STORE

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

- updates,
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply.

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE.

If you comply with these license terms, you have the rights below.

1. INSTALLATION AND USE RIGHTS.

- a. General.** Except as provided below, you may install and use any number of copies of the software on your devices for your use solely with SQL Server 2008 R2 Datacenter, SQL Server 2008 R2 Enterprise, or SQL Server 2008 R2 Developer.
- b. SQL RBS Client Library and RBS FileStream Provider.** When using the SQL RBS Client Library software component solely in conjunction with the RBS FILESTREAM Provider software component (i.e. no other providers) to store BLOB data:
 - i.** in a remote SQL Server database (i.e. not the same database that includes the RBS components), the remote database instance may also be an instance of SQL Server 2008 R2 Standard; or if
 - ii.** in the same SQL Server database (i.e. the database that includes the RBS components), the database instance may be an instance of any edition of SQL Server 2008 R2 for which

these RBS components are applicable.

- 2. SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

 - work around any technical limitations in the software;
 - reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
 - make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
 - publish the software for others to copy;
 - rent, lease or lend the software; or
 - use the software for commercial software hosting services.
- 3. BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.
- 4. DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
- 5. TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it and this agreement directly to a third party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The first user must uninstall the software before transferring it separately from the device. The first user may not retain any copies.
- 6. EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.
- 7. SUPPORT SERVICES.** Because this software is "as is," we may not provide support services for it.
- 8. ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the

software and support services.

9. APPLICABLE LAW.

- a. United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
- b. Outside the United States.** If you acquired the software in any other country, the laws of that country apply.

10. LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.

11. DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

12. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.

This limitation applies to

- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

MICROSOFT SOFTWARE LICENSE TERMS

Below are three sets of License Terms that cover twelve different Microsoft products. The products covered by these license terms are:

LICENSE 1

Microsoft Chart Controls for Microsoft .NET Framework 3.5

Microsoft .Net Framework 3.5 SP1

Microsoft Windows Server 2008 Service Pack 2

Microsoft Windows Identity Foundation

Windows PowerShell 2.0

LICENSE 2

Microsoft Sync Framework Runtime v1.0 (x64)

Microsoft SQL Server 2008 Native Client

Microsoft Filter Pack 2.0

Microsoft SQL Server 2008 Analysis Services ADOMD.NET

Microsoft SQL Server 2008 R2 Reporting Services Add-In for SharePoint 2010 Products

Microsoft Speech Platform - Server (x64) Runtime v10.1

LICENSE 3

Microsoft Speech Recognition Engine - Telephony v10.1

Some of the above software may already be present on your computer and some may be downloaded or installed at the time you run this installation tool. You have already agreed to some of the terms below for any software that is already present on your computer, and you are affirming your original agreement for that software. By installing any additional software, you are agreeing to the terms below that cover that additional software. The software necessary in order to run Microsoft Speech Platform - Server Runtime v10.1 is not necessary for this product and will not be installed. All of the software is necessary in order to run Microsoft SharePoint Server 2010 or Microsoft SharePoint Foundation 2010 and all will be installed. You need to agree to all of the terms below in order to install or use any of the software.

LICENSE 1

MICROSOFT CHART CONTROLS FOR MICROSOFT .NET FRAMEWORK 3.5

MICROSOFT .NET FRAMEWORK 3.5 SP1

MICROSOFT WINDOWS SERVER 2008 SERVICE PACK 2

MICROSOFT WINDOWS IDENTITY FOUNDATION

WINDOWS POWERSHELL 2.0

Microsoft Corporation (or based on where you live, one of its affiliates) licenses this supplement software to you. You may use a copy of this supplement with each validly licensed copy of Microsoft Windows operating system software (for which this supplement is applicable) (the "software"). You may not use the supplement if you do not have a license for the software. The license terms for the software apply to your use of this supplement. Microsoft provides support services for the supplement as described at www.support.microsoft.com/common/international.aspx.

LICENSE 2

MICROSOFT SYNC FRAMEWORK RUNTIME v 1.0 (x64)

MICROSOFT SQL SERVER 2008 NATIVE CLIENT

MICROSOFT FILTER PACK 2.0

MICROSOFT SQL SERVER 2008 ANALYSIS SERVICES ADOMD.NET

MICROSOFT SQL SERVER 2008 R2 REPORTING SERVICES ADD-IN FOR SHAREPOINT 2010 PRODUCTS

MICROSOFT SPEECH PLATFORM - SERVER (x64) RUNTIME V10.1

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

- updates,
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply.

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE.

If you comply with these license terms, you have the rights below.

- 1. INSTALLATION AND USE RIGHTS.** You may install and use any number of copies of the software on your devices. For Microsoft Speech Platform - Server Runtime v10.1 software, you must be running validly licensed copies of Windows Server 2003 or a later version.
- 2. SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not
 - work around any technical limitations in the software;
 - reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
 - make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;

- publish the software for others to copy;
 - rent, lease or lend the software;
 - transfer the software or this agreement to any third party; or
 - use the software for commercial software hosting services.
3. **BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.
4. **TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it and this agreement directly to a third party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The first user must uninstall the software before transferring it separately from the device. The first user may not retain any copies.
5. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
6. **MICROSOFT SQL SERVER 2008 NATIVE CLIENT and MICROSOFT SQL SERVER 2008 ANALYSIS SERVICES ADOMD.NET.**

ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- a. **Distributable Code.** The software is "Distributable Code" that you are permitted to distribute in programs you develop if you comply with the terms below.
- i. **Right to Use and Distribute.**
- Distributable Code. You may copy and distribute the object code form of the Distributable Code. You may not modify the Distributable Code and your programs must include a complete copy of the Distributable Code, including set-up.
 - Third Party Distribution. You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.
- ii. **Distribution Requirements.** For any Distributable Code you distribute, you must
- add significant primary functionality to it in your programs;
 - require distributors and external end users to agree to terms that protect it at least as much as this agreement;
 - display your valid copyright notice on your programs; and

- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.

iii. Distribution Restrictions. You may not

- alter any copyright, trademark or patent notice in the Distributable Code;
- use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;
- distribute Distributable Code to run on a platform other than the Windows platform;
- include Distributable Code in malicious, deceptive or unlawful programs; or
- modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that
 - the code be disclosed or distributed in source code form; or
 - others have the right to modify it.

7. MICROSOFT FILTER PACK 2.0.

ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

INTERNET-BASED SERVICES. Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

a. Consent for Internet-Based Services. The software features described below connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off these features or not use them. For more information about these features, see the software documentation. **BY USING THESE FEATURES, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION.** Microsoft does not use the information to identify or contact you.

i. Computer Information. The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet-based services available to you.

- Customer Experience Improvement Program (CEIP) and Error Reports. This software uses CEIP, which automatically sends to Microsoft anonymous information about your

hardware and how you use this software. This software also automatically sends error reports to Microsoft that describe which software components had errors. No files or memory dumps will be sent unless you choose to send them. From time-to-time, we will also download a small file to your computer that permits us to collect information about specific errors you have while using the software. For more information about CEIP, see www.microsoft.com/products/ceip/EN-US/privacypolicy.msp. For more information about Error Reports, see oca.microsoft.com/en/dcp20.asp.

ii. Use of Information. We may use the computer information, error reports, and CEIP information, to improve our software and services. We may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.

b. Misuse of Internet-based Services. You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

8. EXPORT RESTRICTIONS. The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

9. SUPPORT SERVICES. Because this software is "as is," we may not provide support services for it.

10. ENTIRE AGREEMENT. This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

11. APPLICABLE LAW.

a. United States. If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

b. Outside the United States. If you acquired the software in any other country, the laws of that country apply.

12. LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you

acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.

13. DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

14. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.

This limitation applies to

- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

LICENSE 3

MICROSOFT SPEECH RECOGNITION ENGINE - TELEPHONY v10.1

Microsoft Corporation (or based on where you live, one of its affiliates) licenses this supplement to you. You may use it with each validly licensed copy of Microsoft Speech Platform - Server Runtime v10.1 and/or Microsoft Speech Platform SDK v10.1 software (for which this supplement is applicable) (the "software"). You may not use the supplement if you do not have a license for the software. The license terms for the software apply to your use of this supplement. Microsoft provides support services for the supplement as described at www.support.microsoft.com/common/international.aspx.

EULAID:O14_RTM_SVR.1_PREREQ_EN

End User Terms

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT SHAREPOINT FOUNDATION 2010

MICROSOFT SQL SERVER 2008 EXPRESS

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. Also below are separate license terms for Microsoft SQL Server 2008 Express Edition. This product or equivalents are needed in order to run Microsoft SharePoint Foundation 2010 and will be installed unless you indicate otherwise during installation. The terms also apply to any Microsoft

- updates,
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply.

By using the software, you accept these terms. If you do not accept them, do not use the software.

As described below, using some features also operates as your consent to the transmission of certain standard computer information for Internet-based services.

If you comply with these license terms, you have the rights below.

- 1. INSTALLATION AND USE RIGHTS.** You may install and use any number of copies of the software on your devices.
- 2. INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
 - a. Consent for Internet-Based Services.** *The software features described below connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off these features or not use them. For more information about these features, see the software documentation. **By using these features, you consent to the transmission of this information.** Microsoft does not use the information to identify or contact you.*
 - i. Computer Information. The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet-based services available to you.**
 - **Web Content Features.** Features in the software can retrieve related content from Microsoft and provide it to you. To provide the content, these features send to Microsoft the type of operating system, name and version of the software you are using, type of browser and language code of the device where you installed the software. Examples of these features are clip art, templates, online training, online assistance and Appshelp. You may choose not to use these web content features.
- 3. SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some

rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

- disclose the results of any benchmark tests of the software to any third party without Microsoft's prior written approval;
 - work around any technical limitations in the software;
 - reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
 - make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
 - publish the software for others to copy;
 - rent, lease or lend the software;
 - transfer the software or this agreement to any third party; or
 - use the software for commercial software hosting services.
4. **BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.
5. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
6. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.
7. **SUPPORT SERVICES.** Because this software is "as is," we may not provide support services for it.
8. **ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
9. **APPLICABLE LAW.**
- a. **United States.** *If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.*
 - b. **Outside the United States.** *If you acquired the software in any other country, the laws of that country apply.*
10. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.
11. **DISCLAIMER OF WARRANTY.** **The software is licensed "as-is." You bear the risk of using it. Microsoft gives no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this agreement cannot change. To the extent permitted under your local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.**
12. **LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES.** **You can recover from Microsoft and its suppliers only direct damages up to U.S. \$5.00. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.**

This limitation applies to

- anything related to the software, services, content (including code) on third party Internet

sites, or third party programs; and

- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

ADDITIONAL MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT SQL SERVER 2008 EXPRESS EDITION

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

- updates,
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply.

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE.

If you comply with these license terms, you have the rights below.

1. INSTALLATION AND USE RIGHTS.

- Installation and Use.*** *You may install and use any number of copies of the software on your devices.*
- Included Microsoft Programs.*** *The software contains other Microsoft programs. The license terms with those programs apply to your use of them.*

2. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

- disclose the results of any benchmark tests of the software to any third party without Microsoft's prior written approval;
- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the software for others to copy;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

3. BACKUP COPY. You may make one backup copy of the software. You may use it only to reinstall the software.

4. DOCUMENTATION. Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

5. **TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it and this agreement directly to a third party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The first user must uninstall the software before transferring it separately from the device. The first user may not retain any copies.
6. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.
7. **SUPPORT SERVICES.** Because this software is "as is," we may not provide support services for it.
8. **ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
9. **APPLICABLE LAW.**
 - a. **United States.** *If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.*
 - b. **Outside the United States.** *If you acquired the software in any other country, the laws of that country apply.*
10. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.
11. **DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**
12. **LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.**

This limitation applies to

- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.