

## END-USER LICENSE AGREEMENT FOR MICROSOFT INTERNET EXPLORER STARTER KIT

**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 product identified above, which includes computer software and associated media and printed materials (if any), and may include online or electronic documentation (SOFTWARE PRODUCT or SOFTWARE). By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this Agreement, you are not authorized to use the SOFTWARE PRODUCT.

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.** The SOFTWARE PRODUCT is comprised of various components, all of which are licensed as follows:

**Use and Copy:** Microsoft grants to you the right to use copies of the SOFTWARE PRODUCT only in conjunction with validly licensed copies of Microsoft operating system products (e.g., Windows(r) 95, Windows NT(r)). You may make copies of the SOFTWARE PRODUCT for use on all computers for which you have licensed Microsoft operating system products. You may also make copies of the SOFTWARE PRODUCT for backup and archival purposes.

Several components contained in the SOFTWARE PRODUCT are subject to the following additional provisions:

**Internet Explorer for Windows 3.x and the Macintosh:** You must separately register each additional copy of these components of the SOFTWARE PRODUCT which you make and install pursuant to the license above with Microsoft at [www.microsoft.com/ie/ie\\_reg.htm](http://www.microsoft.com/ie/ie_reg.htm). Such registration is at no cost to you. You are not required to register the initial copy of these components provided with the SOFTWARE PRODUCT.

**Internet Assistants and Internet Viewers:** You may reproduce and distribute an unlimited number of copies of these components of the SOFTWARE PRODUCT, provided each copy shall be a true and complete copy, including all copyright and trademark notices, and shall be accompanied by a copy of this EULA. Copies of these components may be distributed as a standalone product or included with your own product.

**NetMeeting:** This component of the SOFTWARE PRODUCT contains technology that enables applications to be shared between two or more computers, even if an application is installed on only one of the computers. You may use this technology with all Microsoft products for multi-party conferences. For non-Microsoft applications, you should consult the accompanying license agreement or contact the licensor to determine whether application sharing is permitted by the licensor.

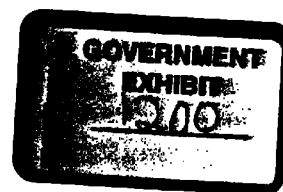
**Hellbender:** You may use the Hellbender interactive, multiplayer Internet game only for demonstration purposes.

### 2. RESTRICTIONS.

- You must maintain all copyright notices on all copies of the SOFTWARE PRODUCT.
- You may not distribute copies of the SOFTWARE PRODUCT to third parties, except as expressly provided in Section 1.
- 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.
- You may not rent or lease the SOFTWARE PRODUCT.
- You may permanently transfer all of your rights under this EULA only in conjunction with a permanent transfer of your validly licensed copy or copies of Microsoft operating system product(s).

**3. TERMINATION:** Your rights under this EULA terminate upon the termination of your Microsoft operating system EULA, or 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 PRODUCT.

Case No. 94-1564



(continued)

**Microsoft**

4. **COPYRIGHT.** All title and copyrights in and to the SOFTWARE PRODUCT and any content therein are owned by Microsoft or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE PRODUCT is the property of the respective content owner and may be protected by applicable patent or other intellectual property laws and treaties. This EULA grants you no rights to use such content.

5. **U.S. GOVERNMENT RESTRICTED RIGHTS.**

The SOFTWARE PRODUCT is 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 252.227-19, as applicable. Manufacturer is Microsoft Corporation, One Microsoft Way, Redmond, WA 98052-6399.

6. **EXPORT RESTRICTIONS.**

You agree that you will not export or re-export the SOFTWARE PRODUCT to any country, person, entity or end user subject to U.S.A. export restrictions. Restricted countries currently include, but are not necessarily limited to Cuba, Iran, Iraq, Libya, North Korea, Syria, and the Federal Republic of Yugoslavia (Serbia and Montenegro, U.N. Protected Areas and areas of Republic of Bosnia and Herzegovina under the control of Bosnian Serb forces). You warrant and represent that neither the U.S.A. Bureau of Export Administration nor any other federal agency has suspended, revoked or denied your export privileges.

7. **NOTE ON JAVA SUPPORT.** THE SOFTWARE PRODUCT MAY CONTAIN SUPPORT FOR PROGRAMS WRITTEN IN JAVA. JAVA TECHNOLOGY IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE AS ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF JAVA TECHNOLOGY COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES")

8. **NO WARRANTY.** ANY USE OF THE SOFTWARE PRODUCT IS AT YOUR OWN RISK. THE SOFTWARE PRODUCT IS PROVIDED FOR USE ONLY WITH MICROSOFT OPERATING SYSTEM PRODUCTS. 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.

9. **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 PRODUCT, 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.

10. **LIMITATION OF LIABILITY.** MICROSOFT'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY UNDER THIS EULA SHALL NOT EXCEED FIVE DOLLARS (US\$5.00).

11. **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 assistance, please contact the Microsoft subsidiary serving your country, or write:

Microsoft Sales Information Center, One Microsoft Way, Redmond, WA 98052-6399