

**ATTACHMENT A – ELIGIBLE RECIPIENT LICENSE AGREEMENT
COMMUNITY MICROSOFT AUTHORISED REFURBISHER PROGRAM**

Refurbisher (the “Refurbisher”): _____.

SOFTWARE PRODUCTS PROVIDED (the “Software”) (circle as applicable):

MS Windows 2000 Professional // MS Windows XP Professional
MS Office XP Standard // MS Office Standard Edition 2003
MS Digital Literacy Curriculum Courses

IMPORTANT – PLEASE READ CAREFULLY

You must be an Eligible Recipient in order to have rights under this agreement. “Eligible Recipient” means (a) an Eligible Charitable Organization, (b) an Eligible Academic User, or (c) a Specially Approved Recipient. (see below)

By using the Software, you accept these terms. If you do not accept these terms, do not turn on the Refurbished PC, or open any more packaging. Instead, contact the Refurbisher and return the Refurbished PC.

1. Definitions.

“Eligible Academic Users” means

- a. Educational Institutions that are:
 - i. accredited academic institutions; or
 - ii. vocational institutions; or
 - iii. preschools that
 - 1) provide educational services to children;
 - 2) serve at least ten children; and
 - 3) have been in operation for at least one year.
- b. Administrative offices of an Educational Institution that are:
 - i. district, regional, state, provincial or national administrative offices;
 - ii. organized and operated exclusively for administration purposes; or
 - iii. government groups whose activities primarily consist of providing administrative support for Educational Institutions.
- c. Public museums that:
 - i. are organized primarily for educational or aesthetic purposes;
 - ii. have a professional or volunteer staff; and
 - iii. own or use real objects, care for them and show them to the public on a regular basis.

“Eligible Charitable Organization” means an entity satisfying the MS – Community Technology Skills Program eligibility requirements. See

<http://www.microsoft.com/about/CorporateCitizenship/US/CommunityInvestment/Eligibility.msp>. MS may make these requirements available in another place or different format. The requirements are subject to change from time to time at MS discretion.

“Eligible Recipient” means (a) an Eligible Charitable Organization, (b) an Eligible Academic User, or (c) a Specially Approved Recipient. The faculty, staff and students of any Educational Institution, home school program, hospital, healthcare system, and research laboratory are not included in the definition of an Eligible Recipient. However, this does not prohibit them from using Refurbished PCs as part of their role at an Eligible Recipient.

“Refurbished PC” means a PC that has been refurbished.

“Software” means MS Windows Operating System Software, Other MS Software and MS Digital Literacy Curriculum Courses.

“Specially Approved Recipients” means

- a. Eligible recipients of a qualified Technology Access Program (TAP). A qualified TAP is a documented program that distributes Refurbished PCs to Qualified Individuals. It is run by one of the following:
 - i. Eligible Charitable Organization,
 - ii. Eligible Academic User,
 - iii. national, state/provincial or local government agency; or
 - iv. International Governmental Organization (IGO)
- b. A teaching hospital or medical training school
- c. A public research establishment fully funded by government on a local, national or European level; or
- d. A national or regional governmental initiative, or such other initiative, as approved in writing by MS to be eligible under the Community MAR program.
- e. Public Libraries that provide their services to all residents of a given community without charge. Some charges may apply for users outside a designated region or for other services.

2. License.

- a. Grant. This Software is licensed, not sold. This agreement gives you the right to use one (1) copy of the Software installed on a single Refurbished PC. The Software may have “online” or electronic documentation. Unless applicable laws give you more rights despite this limitation, you must use the software only as permitted in this agreement. MS reserves all rights not expressly granted in this Agreement. You may not
 - i. work around any technical limitations in the Software;
 - ii. reverse engineer, decompile or disassemble the Software, except and only to the extent that applicable law allows;
 - iii. use components of the Software to run applications not running the Software;
 - iv. copy, distribute, sublicense, lease, rent, lead, or transfer the Software and/or any accompanying material to a third party;
 - v. publish the Software for others to copy;
 - vi. modify or translate the Software and/or accompanying material, if any; or

vii. use the Software for commercial software hosting services.

- b. No Upgrade or Support Service Rights. The Eligible Recipient has no rights to upgrade the Software. If the Eligible Recipient wants to buy the upgrades, it will need to do so separately. MS is not providing any support services for the Software.

3. Additional Terms.

- a. Intellectual Property. You agree that MS retains all copyright, patent, trademark, title and other proprietary and intellectual property in the Software. You may make one backup copy of the Software. The copy is for archival purposes only.
- b. Assignment. Eligible Charitable Organizations may sublicense rights to use the Software to individuals who receive assistance in accordance with charitable, not-for-profit or educational purposes. The right to use the Software shall not be assigned or transferred without MS written consent.
- c. Separation of Components. The Software is licensed as a single product. It shall not be separated for use on more than one computer. The certificate of authenticity attached to the PC shall not be removed.
- d. Export Restrictions. The Software is subject to United States export laws and regulations. You must comply with applicable domestic and international export laws and regulations. These laws include restrictions on destinations, end users and end use. For additional information, see <http://www.microsoft.com/exporting/>.
- e. Disclaimer of All Warranties. The Software is licensed “**As-Is.**” The Software is made available without warranty. You bear the risk of using and distributing the Software. Unless required by applicable law, MS gives no express warranties, guarantees or conditions. MS, its affiliates or suppliers exclude all warranties and conditions of merchantability, fitness for a particular purpose and non-infringement, to the extent permitted by law.
- f. Limitation of Liability. MS disclaims liability for all lost profits, indirect, consequential, incidental, economic, special and punitive damages. The limitations in this section apply to
- i. the Software and claims of breach of contract,
 - ii. breach of warranty or condition,
 - iii. strict liability, or
 - iv. negligence or other tort claims.

The limitations apply even if MS knew or should have known about the possibility of damages. You release MS from all liability in excess of the limits in this provision. This includes claims for indemnification or contribution, even where the claims arise under local law.

- g. Applicable Law.
- i. 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. This includes claims under state consumer protection laws, unfair competition laws, and in tort.
 - ii. Outside the United States. If you acquired the Software in any other country, the laws of that country apply.
- h. Legal Effect. This agreement describes certain legal rights. You may have other rights under the laws of your state or 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 state or country if the laws of your state or country do not permit it to do so.

Termination. MS may terminate this license, if the Eligible Recipient is in breach of this Agreement.

Computer Receipt Signature

Date