

## **MICROSOFT SOFTWARE LICENSE TERMS**

### **MICROSOFT STREETS & TRIPS 2011**

### **MICROSOFT STREETS & TRIPS WITH GPS LOCATOR**

### **MICROSOFT MAPPOINT 2011**

### **MICROSOFT AUTOROUTE 2011**

### **MICROSOFT AUTOROUTE WITH GPS LOCATOR**

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. Instead, return it to the retailer for a refund or credit. If you cannot obtain a refund there, contact Microsoft or the Microsoft affiliate serving your country for information about Microsoft's refund policies. See [www.microsoft.com/worldwide](http://www.microsoft.com/worldwide). In the United States and Canada, call (800) MICROSOFT or see [www.microsoft.com/info/nareturns.htm](http://www.microsoft.com/info/nareturns.htm).

If your software includes a GPS package, your GPS hardware may include a one-year limited warranty directly from Navation Technology Corporation. For more information, see <http://www.navationtech.com/support>.

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

## 1. OVERVIEW.

- a. Software. The software includes desktop application software.
- b. License Model. The software is licensed on a per copy per device basis.

## 2. INSTALLATION AND USE RIGHTS.

a. Licensed Device. The licensed device is the device on which you use the software. You may install and use one copy of the software on the licensed device.

b. Portable Device. You may install another copy on a portable device for use by the single primary user of the licensed device.

c. Separation of Components. The components of the software are licensed as a single unit. You may not separate the components and install them on different devices.

d. The software is time-sensitive and will stop running sixty days after you install it unless you enter the product key. You will be reminded to enter the product key on each start of the software during the sixty day period until the product key is entered. If you do not enter the product key you may not be able to access data used with the software once it stops running.

## 3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

### a. Use of Maps.

- You may copy maps and information from maps for your internal, noncommercial use.
- You may not delete or change any legal or copyright notices.

- You may not use the software to produce sales leads.
- Some of the information in the software may be inaccurate and may produce incorrect results. Do not expect the software to provide or depict exact distances, directions, or geographic features. You may not use the software in an unsafe way.
- For MapPoint (“MapPoint”), you may not provide real-time vehicle guidance. You may not calculate or recommend a route or ordering of destinations based on the location of more than one vehicle.
- For MapPoint, you may connect the licensed device to the systems of your vehicle only to receive power or use its audio system to output the software’s voice-based guidance notifications. You may not use the software to interface with those vehicle systems in any other manner.

b. Fleet Applications.

- Fleet applications are software that use MapPoint, and data from sensors used specifically with multiple vehicles to provide location information (such as GPS systems and triangulation devices). You may use MapPoint with fleet applications only if you separately license MapPoint Fleet Edition. For MapPoint Fleet Edition, you may use the software with fleet applications for any number of vehicles.

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

5. 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.

For more information, see [www.microsoft.com/licensing/userights](http://www.microsoft.com/licensing/userights). 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

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

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

8. NOT FOR RESALE SOFTWARE. You may not sell software marked as "NFR" or "Not for Resale."

9. ACADEMIC EDITION SOFTWARE. You must be a "Qualified Educational User" to use software marked as "Academic Edition" or "AE." If you do not know whether you are a Qualified Educational User, visit [www.microsoft.com/education](http://www.microsoft.com/education) or contact the Microsoft affiliate serving your country.

10. PROOF OF LICENSE. If you acquired the software on a disc or other media, a genuine Microsoft Proof of License label with a genuine copy of the software identifies licensed software. To be valid, this label must appear on Microsoft packaging. If you receive the label separately, it is invalid. You should keep the packaging that has the label on it to prove that you are licensed to use the software. To identify genuine Microsoft software, see [www.howtotell.com](http://www.howtotell.com).

11. TRANSFER TO ANOTHER DEVICE. You may uninstall the software and install it on another device for your use. You may not do so to share this license between devices.

12. 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 transfer must include the software and the Proof of License label.

The first user must uninstall the software before transferring it separately from the device. The first user may not retain any copies.

13. 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](http://www.microsoft.com/exporting).

14. SUPPORT SERVICES. Microsoft provides support services for the software as described at [www.support.microsoft.com/common/international.aspx](http://www.support.microsoft.com/common/international.aspx).

15. ENTIRE AGREEMENT. This agreement (including the warranty below), 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.

16. 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.

17. 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.

18. LIMITATION ON AND EXCLUSION OF DAMAGES. You can recover from Microsoft and its suppliers only direct damages up to the amount you paid for the software. 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:

- Repair, replacement or a refund for the software does not fully compensate you for any losses, or
- Microsoft knew or should have known about the possibility of the damages

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

\*\*\*\*\*

#### LIMITED WARRANTY

A. LIMITED WARRANTY. If you follow the instructions, the software will perform substantially as described in the Microsoft materials that you receive in or with the software.

B. TERM OF WARRANTY, WARRANTY RECIPIENT, LENGTH OF ANY IMPLIED WARRANTIES. The limited warranty covers the software for one year after acquired by the first user. If you receive supplements, updates, or replacement software during that year, they will be covered for the remainder of the warranty or 30 days, whichever is longer. If the first user transfers the software, the remainder of the warranty will apply to the recipient.

To the extent permitted by law, any implied warranties, guarantees or conditions last only during the term of the limited warranty. Some states do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you. They also might not apply to you because some countries may not allow limitations on how long an implied warranty, guarantee or condition lasts.

C. EXCLUSIONS FROM WARRANTY. This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond Microsoft's reasonable control.

D. REMEDY FOR BREACH OF WARRANTY. Microsoft will repair or replace the software at no charge. If Microsoft cannot repair or replace it, Microsoft will refund the amount shown on your receipt for the software. It will also repair or replace supplements, updates and replacement software at no charge. If Microsoft cannot repair or replace them, it will refund the amount you paid for them, if any. You must uninstall the software and return any media and other associated materials to Microsoft with proof of purchase to obtain a refund. These are your only remedies for breach of the limited warranty.

E. CONSUMER RIGHTS NOT AFFECTED. You may have additional consumer rights under your local laws, which this agreement cannot change.

F. WARRANTY PROCEDURES. You need proof of purchase for warranty service.

1. United States and Canada. For warranty service or information about how to obtain a refund for software acquired in the United States and Canada, contact Microsoft at:

- (800) MICROSOFT
- Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399, or
- Visit [www.microsoft.com/info/nareturns.htm](http://www.microsoft.com/info/nareturns.htm)

2. Europe, Middle East, and Africa. If you acquired the software in Europe, the Middle East or Africa, Microsoft Ireland Operations Limited makes this limited warranty. To make a claim under this warranty, you should contact either

- Microsoft Ireland Operations Limited, Customer Care Centre, Atrium Building Block B, Carmanhall Road, Sandyford Industrial Estate, Dublin 18, Ireland, or
- The Microsoft affiliate serving your country (see [www.microsoft.com/worldwide](http://www.microsoft.com/worldwide)).

3. Outside United States, Canada, Europe, Middle East, and Africa. If you acquired the software outside the United States, Canada, Europe, the Middle East and Africa, contact the Microsoft affiliate serving your country (see [www.microsoft.com/worldwide](http://www.microsoft.com/worldwide)).

G. NO OTHER WARRANTIES. The limited warranty is the only direct warranty from Microsoft. Microsoft gives no other express warranties, guarantees or conditions. Where allowed by your local laws,

Microsoft excludes implied warranties of merchantability, fitness for a particular purpose and non-infringement. If your local laws give you any implied warranties, guarantees or conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your local laws.

H. LIMITATION ON AND EXCLUSION OF DAMAGES FOR BREACH OF WARRANTY. The Limitation on and Exclusion of Damages clause above applies to breaches of this limited warranty.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. You may also have other rights which vary from country to country.

Please note: As this software is distributed in Quebec, Canada, some of the clauses in this agreement are provided below in French.

Remarque: Ce logiciel étant distribué au Québec, Canada, certaines des clauses dans ce contrat sont fournies ci-dessous en français.

## GARANTIE LIMITÉE

A. GARANTIE LIMITÉE. Si vous suivez les instructions, le logiciel fonctionnera dans son ensemble comme il est décrit dans la documentation de Microsoft reçue avec ou dans le logiciel.

B. DURÉE DE LA GARANTIE ; BÉNÉFICIAIRE DE LA GARANTIE ; DURÉE DE TOUTE GARANTIE IMPLICITE. La garantie limitée couvre le logiciel pendant un an après son acquisition par le premier utilisateur. Si vous recevez des compléments, des mises à jour ou un logiciel de remplacement au cours de cette année, ils seront couverts par la garantie pendant la durée restante ou pendant 30 jours, la période la plus longue étant retenue. Si le premier utilisateur transfère le logiciel, la durée restante de la garantie s'applique au destinataire. Dans la limite autorisée par la loi en vigueur, toute garantie ou condition implicite dont vous bénéficiez prendra fin au terme de la garantie limitée. Certains États n'autorisent pas les limitations portant sur la durée d'une garantie implicite, de sorte que les limitations ci-dessus peuvent ne pas vous être applicables. Elles peuvent également ne pas vous être applicables, car certains pays n'autorisent pas les limitations portant sur la durée d'une garantie ou condition implicite.



C. EXCLUSIONS DE LA GARANTIE. Cette garantie ne couvre pas les problèmes engendrés par vos propres actes (ou absences d'actes), ceux de tiers ou tout autre événement indépendant de la volonté de Microsoft.

D. RECOURS DANS LE CADRE DE LA VIOLATION DE GARANTIE. Nous nous engageons à réparer ou à remplacer le logiciel gratuitement. Si nous ne pouvons pas le réparer ni le remplacer, nous rembourserons le montant que vous avez payé pour le logiciel figurant sur le reçu. Nous nous engageons à réparer ou à remplacer les compléments, les mises à jour et le logiciel de remplacement gratuitement. Si nous ne pouvons pas les réparer ni les remplacer, nous rembourserons le montant que vous avez payé pour ces composants, le cas échéant. Vous devez désinstaller le logiciel et le renvoyer à Microsoft avec une preuve d'achat pour vous faire rembourser. Ces recours sont les seuls dont vous disposez dans le cadre de la violation de garantie limitée.

E. DROITS DES CONSOMMATEURS NON AFFECTÉS. Vous pouvez bénéficier de droits des consommateurs supplémentaires dans le cadre du droit local, que ce contrat ne peut modifier.

F. PROCÉDURES RELATIVES AUX RÉCLAMATIONS DANS LE CADRE DE LA GARANTIE. Vous devrez fournir une preuve d'achat pour obtenir de l'aide en matière de garantie.

1. États-Unis et Canada. Pour obtenir de l'aide en matière de garantie ou des informations sur la procédure à suivre pour vous faire rembourser un logiciel acquis aux États-Unis et au Canada, mettez-vous en rapport avec Microsoft

- (800) MICROSOFT ;
- Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399 ; ou
- en visitant [www.microsoft.com/info/nareturns.htm](http://www.microsoft.com/info/nareturns.htm).

2. Europe, Moyen-Orient et Afrique. Si vous avez acquis le logiciel en Europe, au Moyen-Orient ou en Afrique, Microsoft Ireland Operations Limited offre cette garantie limitée. Pour faire une réclamation au titre de cette garantie, vous devez vous mettre en rapport avec

- Microsoft Ireland Operations Limited, Customer Care Centre, Atrium Building Block B, Carmanhall Road, Sandyford Industrial Estate, Dublin 18, Irlande ; ou
- votre filiale nationale de Microsoft (visitez le site [www.microsoft.com/worldwide](http://www.microsoft.com/worldwide)).

3. En dehors des États-Unis, du Canada, de l'Europe, du Moyen-Orient et de l'Afrique. Si vous avez acquis le logiciel en dehors des États-Unis, du Canada, de l'Europe, du Moyen-Orient et de l'Afrique, mettez-vous en rapport avec votre filiale nationale de Microsoft (visitez le site [www.microsoft.com/worldwide](http://www.microsoft.com/worldwide)).

**G. AUCUNE AUTRE GARANTIE.** La garantie limitée est la seule garantie directe de Microsoft. Nous n'accordons aucune autre garantie ou condition expresse. Dans toute la mesure permise par le droit local, les garanties implicites de qualité marchande, d'adéquation à un usage particulier et d'absence de contrefaçon sont exclues. Si le droit local vous accorde des garanties ou conditions implicites, nonobstant la présente exclusion, les recours dont vous disposez sont ceux présentés dans la clause de recours dans le cadre de la violation de garantie ci-dessus, dans la limite autorisée par le droit local.

**H. LIMITATION DES DOMMAGES-INTÉRÊTS ET EXCLUSION DE RESPONSABILITÉ DANS LE CADRE DE LA VIOLATION DE GARANTIE.** La clause de limitation des dommages-intérêts et exclusion de responsabilité ci-dessous s'applique aux violations de cette garantie limitée.

La présente garantie vous confère des droits légaux spécifiques et vous pouvez également bénéficier d'autres droits qui varient d'un État à l'autre. Vous pouvez également bénéficier d'autres droits qui varient d'un pays à l'autre.

**LIMITATION DES DOMMAGES-INTÉRÊTS ET EXCLUSION DE RESPONSABILITÉ POUR LES DOMMAGES.** Vous pouvez obtenir de Microsoft et de ses fournisseurs une indemnisation en cas de dommages directs uniquement à hauteur du montant que vous avez payé pour le logiciel. Vous ne pouvez prétendre à aucune indemnisation pour les autres dommages, y compris les dommages spéciaux, indirects ou accessoires et pertes de bénéfices.

Cette limitation concerne

- toute affaire liée au logiciel, aux services ou au contenu (y compris le code) figurant sur des sites Internet tiers ou dans des programmes tiers ; et
- les réclamations au titre de violation de contrat ou de garantie ou condition, ou au titre de responsabilité stricte, de négligence ou d'une autre faute dans la limite autorisée par la loi en vigueur.

Elle s'applique également, même si

- la réparation, le remplacement ou le remboursement du logiciel ne compense pas intégralement toute perte subie ; ou

- Microsoft connaissait l'éventualité d'un tel dommage.

Certains États n'autorisent pas l'exclusion ou la limitation de responsabilité pour les dommages indirects ou accessoires, de sorte que la limitation ou l'exclusion ci-dessus peut ne pas vous être applicable. Elles peuvent également ne pas vous être applicables, car votre pays n'autorise pas l'exclusion ou la limitation de responsabilité pour les dommages indirects, accessoires ou de quelque nature que ce soit.

**EFFET JURIDIQUE.** Le présent contrat décrit certains droits juridiques. Vous pourriez avoir d'autres droits prévus par les lois de votre État ou pays. Vous pourriez également avoir des droits à l'égard de la partie de qui vous avez acquis de logiciel. Le présent contrat ne modifie pas les droits que vous confèrent les lois de votre État ou pays si celles-ci ne le permettent pas.