

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 52.227-19, as applicable. Manufacturer is Microsoft Corporation/One Microsoft Way/Redmond, WA 98052-6399.

6. **LIMITED WARRANTY.**

**LIMITED WARRANTY.** Microsoft warrants that (a) the Software Product will perform substantially in accordance with the applicable user documentation published by Microsoft for a period of ninety (90) days from the date you first acquired the Software Product, and (b) any Support Services provided by Microsoft shall be substantially as described in the applicable user documentation published by Microsoft, and Microsoft support engineers will make commercially reasonable efforts to solve any problem issues. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. To the extent allowed by applicable law, implied warranties on the Software Product, if any, are limited to ninety (90) days. Notwithstanding the foregoing, Microsoft under no circumstances warrants the media on which the Software Product has been distributed to you.

**CUSTOMER REMEDIES.** Microsoft's, its suppliers and JMU's entire liability and your exclusive remedy shall be, at Microsoft's option, either (a) JMU's return to you of the price paid, if any, or (b) their replacement of the Software Product that does not meet Microsoft's Limited Warranty and which is returned to JMU with a copy of your receipt. This Limited Warranty is void if failure of the Software Product has resulted from accident, abuse, or misapplication. Any replacement Software Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. If the media on which the Software Product has been distributed to you fails, you should return the Software Product to your school with a copy of your receipt any time prior to the expiration of the ninety (90) day warranty period for (a) refund from your school of the price paid, if any, or (b) their replacement of the flawed media.

**NO OTHER WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE PRODUCT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS WHICH VARY FROM STATE TO STATE.

**LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO SUCH 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 OR INABILITY TO USE THE SOFTWARE PRODUCT OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF MICROSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, MICROSOFT'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS STUDENT EULA SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE PRODUCT OR US \$5.00. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

7. **MISCELLANEOUS.**

a. **Choice Of Law.** This Student EULA is governed by the laws of the State of Washington.

b. **Questions.** Should you have any questions concerning this Student EULA, or if you desire to contact Microsoft for any reason, please write: Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399.

**BY SIGNING BELOW, YOU AGREE TO BE BOUND BY THE TERMS OF THIS STUDENT EULA:**

<b>Issue Date:</b>	<b>Signature</b> Of Student/Faculty/Staff Signing Academic Select License Agreement
<b>JMU ID/PeopleSoft Number:</b>	<b>Printed Name</b> Of Student/Faculty/Staff Signing Academic Select License

**This form will be maintained on file at:**  
JMU Bookstore Computer Program  
MSC 2902, 211 Bluestone Drive  
James Madison University, Harrisonburg, VA 22807  
Fax: 540.568.8030, Tel: 540.568.3989 or 800.280.7543  
Email: [jmu\\_computers@jmu.edu](mailto:jmu_computers@jmu.edu). WWW: [www.jmu.edu/bookstore/computer.shtml](http://www.jmu.edu/bookstore/computer.shtml)

# JMU/Microsoft Student Select License Agreement

Academic Select Agreement Number: 3273467

Academic Student Select Enrollment Number: 01565203

<b>Issue Date:</b>	<b>JMU ID/PeopleSoft Number:</b>	<b>Name Of Student/Faculty/Staff Signing Academic Select License Agreement</b>
--------------------	----------------------------------	--

**IMPORTANT – READ CAREFULLY:** This Microsoft Student Select License Agreement (“Student EULA”) is issued to you, the student, faculty, or staff member, and documents the transfer of the product license(s) listed below pursuant to JMU’s volume licensing agreement with Microsoft. The issuance of this Student EULA is conditioned upon your current status as a student or employee at JMU at the time this Student EULA is issued. This student EULA is a legal agreement between you and Microsoft Licensing GP (“Licensor”). For purposes of this Student EULA, the term “Software Product” shall mean the products identified in Section 1 below, and the term “License” shall mean the right to make, use or access a particular copy of 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. By signing below and installing, copying, or otherwise using the Software Product, you agree to be bound by the terms of this Student EULA.

## SOFTWARE PRODUCT LICENSE

**1. GRANT OF LICENSE.**

Licensor hereby grants you the right to use one copy of the version number of the Software Product(s) identified below. Your right to use each Software Product shall be governed by and subject to the relevant section(s) of the most current product use rights as set forth in JMU’s volume license agreement with Microsoft. A copy of such use terms is attached to and incorporated by reference into this Student EULA.

SELECT	PRODUCT DESCRIPTION	SELECT	PRODUCT DESCRIPTION
	<b><i>Windows Vista Business</i></b>		<b><i>Office Mac 2008</i></b>
	<b><i>Windows Vista Ultimate</i></b>		<b><i>Office Pro Plus 2007/2010 for Windows</i></b>
	<b><i>Windows 7 Professional</i></b>		
	<b><i>Windows 7 Ultimate</i></b>		

**2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.**

- a. **Limitations on Reverse Engineering, Decompilation, and Disassembly.** 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 not withstanding this limitation.
- b. **Separation of Components.** The Software Product is licensed as a single product. Its component parts, if any, may not be separated for use on more than one computer unless expressly stated otherwise in the use terms.
- c. **Rental.** You may not rent, lease, or lend the Software Product.
- d. **Support Services.** Customers acquiring software under the Microsoft Select License program are not entitled to free telephone support. Since you have acquired the Software Product under JMU’s Select Volume Licensing Agreement, you shall not be entitled to free telephone support with respect to the Software Product. Subject to that exception, Microsoft may provide you with the same free product support services, *if any*, as are generally available from Microsoft to retail customers in the area in which JMU is located. Any supplemental software code provided to you as part of such support services shall be considered part of the Software Product and subject to the Terms and Conditions of this Student EULA. With respect to technical information you provide to Microsoft as part of any such support services, Microsoft may use such information for its business purposes, including for product support and development. Microsoft will not utilize such technical information in a form that personally identifies you.
- e. **Software Transfer.** Notwithstanding any terms to the contrary in JMU’s Select Volume License Agreement with Microsoft, **you may not sell, assign or otherwise transfer your rights** under this Student EULA. In view of the fact that you have acquired the right to use the Software Product under special terms pursuant to JMU’s Select Volume License Agreement, **any transfer of your rights under this Student EULA is strictly prohibited.**
- f. **Termination.** Without prejudice to any other rights, Microsoft may terminate this Student EULA if you fail to comply with the terms and conditions of this Student EULA. In such event, you must destroy all copies of the Software Product and all of its component parts.

**3. UPGRADES.**

If the Software Product is labeled as an upgrade, you must be properly licensed to use a product identified by Microsoft as being eligible for the upgrade to use the Software Product. A Software Product labeled as an upgrade replaces and/or supplements the product that formed the basis for your eligibility for the upgrade. You may use the resulting upgraded product only in accordance with the terms of this Student EULA. If the Software Product is an upgrade of a component of a package of software programs that you licensed as a single product, the Software Product may be used only as part of that single product package and may not be separated for use on more than one computer.

**4. COPYRIGHT.**

All title and copyrights in and to the Software Product (including but not limited to any images, photographs, animations, video, audio, music, text, and “applets” incorporated into the Software Product), and any copies of the Software Product are owned by Microsoft or its suppliers. The Software Product is protected by copyright laws and international treaty provisions. Therefore, you must treat the Software Product like any other copyrighted material except that you may install the Software Product on a single computer provided you keep the original solely for backup or archival purposes.