

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

Refurbisher (the "Refurbisher"): _____.

SOFTWARE PRODUCTS PROVIDED (the "Software") (circle as applicable):

Microsoft Windows 2000 Professional // Microsoft Windows XP Professional
Microsoft Office XP Standard // Microsoft Office Standard Edition 2003

IMPORTANT – PLEASE READ CAREFULLY

You must meet the definition of an Eligible Recipient in order to have rights under this agreement. 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 or vocational institutions; or
 - ii. A preschool that
 - 1) is incorporated to provide educational services to children;
 - 2) serves a minimum of ten such children; and
 - 3) has 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 of the Educational Institution;
 - ii. organized and operated exclusively for the administration of the private Educational Institution; or
 - iii. other government entities whose activities substantially consist of administrative support that advances academic learning for public Educational Institutions.
- c. Public Libraries that provide their basic collection and services to all residents of a given community without charge. Some charges may apply for users outside a designated region or for other services.
- d. Public Museums that:
 - i. are organized primarily for educational or aesthetic purposes;
 - ii. have a professional staff; and
 - iii. own or utilize tangible objects, care for them and exhibit them to the public on a regular basis.

"Eligible Charitable Organization" means an entity satisfying the MS Software Donation Eligibility Guidelines which shall be made available to Refurbisher on the Donation Eligibility Website at www.microsoft.com/giving or by some other reasonable means.

"Eligible Recipient" means (a) an Eligible Charitable Organization, (b) an Eligible Academic User, or (c) a MS Specially Approved Recipient.

"MS Specially Approved Recipients" means eligible participants of a qualified Technology Access Program (TAP) in all regions. A qualified TAP is a documented program by an Eligible Charitable Organization, Eligible Academic User or a national, state/provincial or local government agency that distributes Refurbished PCs to Qualified Individuals. The qualified TAP must also provide computer skills training through specialized instruction and practice on an ongoing basis.

- a. "Qualified Individual" means a person
 - i. in a community with limited access to technology; and
 - ii. with a disability; or
 - iii. who is a member of a low income family.
- b. Only public and/or not-for-profit Eligible Refurbishers may use a qualified TAP to select and distribute Refurbished PCs to Qualified Individuals.

For all regions -- a national or regional governmental initiative, or such other initiative, as approved in writing by MS to be eligible under the Community MAR Program.

For Europe, the Middle East and Africa a qualified TAP also includes

- a. a teaching hospital or medical training school; or
- b. a public research establishment fully funded by government on a local, national or European level; or
- c. a national or regional governmental initiative, or such other initiative, as approved in writing by MS to be eligible under the Community MAR program.

"Qualified PC" means a PC that has been in distribution or used by an end user for at least six (6) months, and to the best of Refurbisher's knowledge contains the same motherboard.

"Refurbished PC" means a Qualified PC that has been Refurbished.

“Refurbisher” means an entity that refurbishes PCs for others, and is otherwise eligible to participate in the Community MAR Program.

“Software” means Microsoft Windows Operating System Software, Microsoft Office XP Standard, Microsoft Office Standard Edition 2003 and all other Microsoft software products.

2. License.

- a. **Grant.** This Software is licensed, not sold. This agreement grants you the right to use one (1) copy of the Software installed on a single Refurbished PC. The Software may include “online” or electronic documentation. Unless applicable laws give you more rights despite this limitation, you must use the software only as expressly permitted in this agreement. Microsoft 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 expressly permits, despite this limitation;
 - 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 printed material, if any; or
 - vii. use the Software for commercial software hosting services.
- b. **No Upgrade or Support Service Rights.** The Eligible Recipient is acquiring no rights to upgrade the Software; if it wishes to acquire such upgrades, it will need to do so through separate acquisition. The Eligible Recipient has no rights to and MS will not be providing any support services for the Software.

3. Additional Terms.

- a. **Intellectual Property.** You acknowledge that Microsoft retains all copyright, patent, trademark, title and other proprietary and intellectual property in the Software. You may make one backup copy of the Software installed on the Refurbished PC’s hard drive solely for archival purposes.
- 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 written consent of Microsoft.
- c. **Separation of Components.** The Software is licensed as a single product and shall not be separated for use on more than one computer. The certificate of authenticity attached to the PC chassis shall not be removed from the PC.
- d. **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.
- 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, Microsoft gives no express warranties, guarantees or conditions. Microsoft, its affiliates or suppliers excludes all warranties and conditions of merchantability, fitness for a particular purpose and non-infringement, to the extent permitted by law.
- f. **Limitation of Liability.** Microsoft disclaims liability for all lost profits, indirect, consequential, incidental, economic, special and punitive damages. This disclaimer applies to claims for breach of contract, breach of warranty or condition, strict liability, negligence or other tort claims. This disclaimer also applies where Microsoft knew or should have known about the possibility of damages. You release Microsoft from all liability in excess of the limits in this provision. This includes claims for indemnification or contribution, even where such 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, including 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.
- i. **Termination.** Microsoft may terminate this license, if the Eligible Recipient is in breach of this Agreement.