

## Academic Select Student License Agreement

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|--|--|---|--|
| Academic Select Agreement number<br><i>customer to complete</i>          |  | Date of issuance<br><i>Customer to complete</i> |  |
| Academic Student Select Enrollment number<br><i>customer to complete</i> |  |   |  |

**IMPORTANT—READ CAREFULLY:** This Microsoft Student Select License Agreement (“Student EULA”) is issued to you, the student or faculty/staff employee, and documents the transfer of the product license(s) listed below pursuant to your school’s volume licensing agreement with Microsoft. To the extent you are under the age of eighteen (18): (a) your acceptance of this Student EULA shall be made on your behalf by your parent or legal guardian; and (b) the rights granted hereunder shall be inapplicable if this Student EULA has not been accepted on your behalf by your parent or legal guardian. The issuance of this Student EULA is conditioned upon your current status as a student at such school 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 product(s) 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.*

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| <b><i>Product Description</i></b> | <b><i>Version No.</i></b> | <b><i>Language</i></b> |
|-----------------------------------|---------------------------|------------------------|
|                                   |                           | <b>English</b>         |
|                                   |                           | <b>English</b>         |
|                                   |                           | <b>English</b>         |
|                                   |                           | <b>English</b>         |

#### *2. Description of other rights and limitations.*

- a. Limitations on reverse engineering, recompilation, 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 notwithstanding 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 your school'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 your school 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 your school's volume licensing 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 your school's volume licensing agreement with Microsoft, 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.*

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### *5. 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.

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6. *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 this Student EULA, you agree to be bound by the terms of this Student EULA.

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| Signature (parent or legal guardian of student if student is under the age of 18) |
| Printed name  |
| Printed identification number   |
| Date  |