

ATTACHMENT B

FORM: MICROSOFT AUTHORISED REFURBISHER PROGRAMME ELIGIBLE RECIPIENT AGREEMENT

Name: _____ ("Eligible Recipient")
Contact Name: _____ Email: _____
Telephone Number (including area code, and international dialing code if applicable): _____
Organization Tax ID Number or County-District School Code Number (if applicable): _____
Recipient Type (circle one of the following): Eligible Charitable Organization // Eligible Academic User // MS Specially Approved Recipient
Refurbisher (the "Refurbisher"): _____
SOFTWARE PRODUCTS PROVIDED (the "Software") (circle as applicable): Microsoft Windows 98 Second Edition // Microsoft Windows 2000 Professional // Microsoft Works
NUMBER OF PCs: _____ AVERAGE SPECIFICATION (speed, memory): _____ <i>(i.e., specifications of most of the PCs being received)</i>

IMPORTANT—READ CAREFULLY: By exercising your rights hereunder to use the specified version(s) of the Microsoft software product(s) identified above (the "SOFTWARE"), you agree to be bound by the terms of this Microsoft Authorized Refurbisher Programme Eligible Recipient Agreement (the "Recipient Agreement"). If you do not agree to the terms of this Recipient Agreement, promptly notify the Refurbisher and return the Donated Personal Computer. This Recipient Agreement supersedes and/or replaces any other licence agreements for this SOFTWARE, including any which are contained in documentation accompanying the computer.

This Recipient Agreement is entered into by Eligible Recipient ("Eligible Recipient") for the benefit of the Microsoft entity or Affiliate authorizing the Refurbisher ("MS") as licensor with respect to Eligible Recipient's use of software installed on Donated PCs that Eligible Recipient has acquired from Refurbisher. This Agreement shall be enforceable against the Eligible Recipient by MS in accordance with its terms.

By using the Software, Eligible Recipient agrees to be bound by all terms of this Recipient Agreement. If Eligible Recipient does not agree to the terms of this Recipient Agreement, it must not use any of the Software.

Eligible Recipient agrees and acknowledges:

- 1. GRANT OF LICENCE.** As a "Licencee", this Agreement permits the Eligible Recipient to use one (1) copy of the Software, which may include "online" or electronic documentation, per single computer on which it was installed at the time the Eligible Recipient received it. If the Eligible Recipient is not an Eligible Recipient as defined in the MS MAR Agreement, then the Eligible Recipient has no rights under this Agreement.
- 2. NO UPGRADE NOR 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.
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Eligible Recipient Agreement from WW MAR Online Agreement – August 2005

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4. OTHER RESTRICTIONS.

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b. Rental. The Eligible Recipient shall not rent or lease the Software to others.

c. Separation of Components. The Software is licenced 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. Limitations on Reverse Engineering, Decompilation, and Disassembly. For the protection of the commercially valuable trade secrets of MS, Microsoft Corporation and their Affiliates, the Eligible Recipient shall not reverse engineer, decompile, or disassemble the Software, except to the extent such foregoing restriction is expressly prohibited by applicable law.

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6. The Eligible Recipient shall keep one original signed copy of this Recipient Agreement and return the other to the Refurbisher.

7. For Quebec Province, it is the express wish of the parties that this Recipient Agreement be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

Accepted and agreed:

Eligible Recipient

By: _____
(signature; must be adult and authorized representative; if for minor, must be adult or legal guardian)

Name: _____
(print name of person signing; if adult signing for minor, print adult's name first, then "for", and then minor's name)

Title: _____
(print title of person signing; if adult signing for minor, print relationship - parent/legal guardian)

Date: _____