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April 24, 2003

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Thank you again for your business.

Sincerely,

A handwritten signature in black ink that reads "Mike W. Schutz".

Mike W. Schutz
Product Manager, Windows Terminal Server
Microsoft Corporation

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TERMINAL SERVER MICROSOFT CLIENT ACCESS LICENSE AGREEMENT

**Terminal Server Client Access License for
Microsoft Windows Server 2003 Standard Edition, Microsoft Windows Server 2003 Enterprise Edition, Microsoft Windows Server 2003 Datacenter Edition**

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GARANTIE LIMITÉE. Pour la garantie limitée relative au Produit (y compris le Logiciel serveur), vous reporter au serveur EULA.

DÉNI DE GARANTIES. DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, MICROSOFT ET SES FOURNISSEURS FOURNISSENT LA PRÉSENTE LAC TELLE QU'ELLE AVEC TOUS LES DÉFAUTS ET PAR LES PRÉSENTES DÉNIENT TOUTES AUTRES GARANTIES ET CONDITIONS EXPRESSES, IMPLICITES OU EN VERTU DE LA LOI, NOTAMMENT (LE CAS ÉCHÉANT) LES GARANTIES OU CONDITIONS IMPLICITES DE QUALITÉ MARCHANDE, D'ADAPTATION À UN USAGE PARTICULIER, D'EXACTITUDE OU D'EXHAUSTIVITÉ DES RÉPONSES, DES RÉSULTATS, DES EFFORTS DÉPLOYÉS SELON LES RÈGLES DE L'ART, D'ABSENCE DE VIRUS ET DE NÉGLIGENCE, LE TOUT RELATIVEMENT À LA LAC. DE PLUS, IL N'Y A AUCUNE GARANTIE OU CONDITION QUANT AU TITRE DE PROPRIÉTÉ, À LA JOUISSANCE OU LA POSSESSION PAISIBLE, À LA CONCORDANCE À UNE DESCRIPTION NI QUANT À UNE ABSENCE DE CONTREFAÇON RELATIVEMENT À LA LAC.

EXCLUSION DES DOMMAGES ACCESSOIRES, INDIRECTS ET DE CERTAINS AUTRES DOMMAGES. DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, EN AUCUN CAS MICROSOFT OU SES FOURNISSEURS NE SERONT RESPONSABLES DES DOMMAGES SPÉCIAUX CONSÉCUTIFS,

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ACCESSOIRES OU INDIRECTS DE QUELQUE NATURE QUE CE SOIT (NOTAMMENT LES DOMMAGES À L'ÉGARD DU MANQUE À GAGNER OU DE LA DIVULGATION DE RENSEIGNEMENTS CONFIDENTIELS OU AUTRES, DE LA PERTE D'EXPLOITATION, DE BLESSURES CORPORELLES, DE LA VIOLATION DE LA VIE PRIVÉE, DE L'OMISSION DE REMPLIR TOUT DEVOIR, Y COMPRIS D'AGIR DE BONNE FOI OU D'EXERCER UN SOIN RAISONNABLE, DE LA NÉGLIGENCE ET DE TOUTE AUTRE PERTE PÉCUNIAIRE OU AUTRE PERTE DE QUELQUE NATURE QUE CE SOIT SE RAPPORTANT DE QUELQUE MANIÈRE QUE CE SOIT À L'UTILISATION DE LA LAC OU À L'INCAPACITÉ DE S'EN SERVIR, OU AUTREMENT AUX TERMES DE TOUTE DISPOSITION DE LA PRÉSENTE LAC OU RELATIVEMENT À UNE TELLE DISPOSITION, MÊME EN CAS DE FAUTE, DE DÉLIT CIVIL (Y COMPRIS LA NÉGLIGENCE), DE RESPONSABILITÉ STRICTE, DE VIOLATION DE CONTRAT OU DE VIOLATION DE GARANTIE DE MICROSOFT OU DE TOUT FOURNISSEUR ET MÊME SI MICROSOFT OU TOUT FOURNISSEUR A ÉTÉ AVISÉ DE LA POSSIBILITÉ DE TELS DOMMAGES.

LIMITATION DE RESPONSABILITÉ ET RECOURS. MALGRÉ LES DOMMAGES QUE VOUS PUISSIEZ SUBIR POUR QUELQUE MOTIF QUE CE SOIT (NOTAMMENT TOUS LES DOMMAGES SUSMENTIONNÉS ET TOUS LES DOMMAGES DIRECTS OU GÉNÉRAUX), L'OBLIGATION INTÉGRALE DE MICROSOFT ET DE L'UN OU L'AUTRE DE SES FOURNISSEURS AUX TERMES DE TOUTE DISPOSITION DE LA PRÉSENTE LAC ET VOTRE RECOURS EXCLUSIF À L'ÉGARD DE TOUT CE QUI PRÉCÈDE SE LIMITE AU PLUS ÉLEVÉ ENTRE LES MONTANTS SUIVANTS : LE MONTANT QUE VOUS AVEZ RÉELLEMENT PAYÉ POUR LA LAC OU 5,00 \$US. LES LIMITES, EXCLUSIONS ET DÉNIS QUI PRÉCÈDENT (Y COMPRIS LES CLAUSES CI-DESSUS) S'APPLIQUENT DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, MÊME SI UN RECOURS N'ATTEINT PAS SON BUT ESSENTIEL.

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