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17. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. To the

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18. LIMITATION OF LIABILITY AND REMEDIES. NOTWITHSTANDING ANY DAMAGES THAT

YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL

DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT OR

ANYTHING ELSE), THE ENTIRE LIABILITY OF MICROSOFT AND ANY OF ITS SUPPLIERS

UNDER ANY PROVISION OF THIS EULA AND YOUR EXCLUSIVE REMEDY HEREUNDER (EXCEPT

FOR ANY REMEDY OF REPAIR OR REPLACEMENT ELECTED BY MICROSOFT WITH RESPECT TO

ANY BREACH OF THE LIMITED WARRANTY) SHALL BE LIMITED TO THE GREATER OF THE

ACTUAL DAMAGES YOU INCUR IN REASONABLE RELIANCE ON THE SOFTWARE UP TO THE

AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE OR US\$5.00. THE FOREGOING

LIMITATIONS, EXCLUSIONS AND DISCLAIMERS (INCLUDING SECTIONS 15, 16 AND 17)

SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY

REMEDY FAILS ITS ESSENTIAL PURPOSE.

19. U.S. GOVERNMENT LICENSE RIGHTS. All Software provided to the U.S.

Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere herein. All Software provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

20. GOVERNING LAW; ATTORNEYS' FEES. This Agreement shall be construed and controlled by the laws of the State of Washington, and you consent to the jurisdiction and venue in the federal courts sitting in King County, Washington, unless no federal subject matter jurisdiction exists, in which case you consent to the jurisdiction and venue in the Superior Court of King County, Washington. You waive all defenses of lack of personal jurisdiction and forum non conveniens. Process may be served on either party in the manner authorized by applicable law or court rule. If either Microsoft or you employ attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees.

21. ENTIRE AGREEMENT; SEVERABILITY. This EULA (including any addendum or amendment to this EULA which is included with the Software) are the entire agreement between you and Microsoft relating to the Software and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. To the extent the terms of any Microsoft policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

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Microsoft garantit que le Logiciel fonctionnera conformement aux documents inclus pendant une periode de 90 jours suivant la date de reception.

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Tous les supplements ou toutes les mises a jour relatifs au Logiciel, notamment, les ensembles de services ou les reparations a chaud (le cas echeant) qui vous sont fournis apres l'expiration de la periode de quatre-vingt-dix jours de la garantie limitee ne sont pas couverts par quelque garantie ou condition que ce soit, expresse, implicite ou en vertu de la loi.

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CONTREFACON CONCERNANT LE LOGICIEL.

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DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, EN AUCUN CAS MICROSOFT

OU SES FOURNISSEURS NE SERONT RESPONSABLES DES DOMMAGES SPECIAUX, CONSECUTIFS,

ACCESSOIRES OU INDIRECTS DE QUELQUE NATURE QUE CE SOIT (NOTAMMENT, LES DOMMAGES A

L'EGARD DU MANQUE A GAGNER OU DE LA DIVULGATION DE RENSEIGNEMENTS CONFIDENTIELS

OU AUTRES, DE LA PERTE D'EXPLOITATION, DE BLESSURES CORPORELLES, DE LA VIOLATION

DE LA VIE PRIVEE, DE L'OMISSION DE REMPLIR TOUT DEVOIR, Y COMPRIS D'AGIR DE BONNE

FOI OU D'EXERCER UN SOIN RAISONNABLE, DE LA NEGLIGENCE ET DE TOUTE AUTRE PERTE

PECUNIAIRE OU AUTRE PERTE DE QUELQUE NATURE QUE CE SOIT) SE RAPPORTANT DE QUELQUE

MANIERE QUE CE SOIT A L'UTILISATION DU LOGICIEL OU A L'INCAPACITE DE S'EN SERVIR,

A LA PRESTATION OU A L'OMISSION DE LA PRESTATION DE SERVICES DE SOUTIEN TECHNIQUE

OU A LA FOURNITURE OU A L'OMISSION DE LA FOURNITURE DE TOUS AUTRES SERVICES,

RENSEIGNEMENTS, LOGICIELS, ET CONTENU QUI S'Y RAPPORTE GRACE AU LOGICIEL OU

PROVENANT AUTREMENT DE L'UTILISATION DU LOGICIEL OU AUTREMENT AUX TERMES DE TOUTE

DISPOSITION DE LA PRESENTE CONVENTION OU RELATIVEMENT A UNE TELLE DISPOSITION,

MEME EN CAS DE FAUTE, DE DELIT CIVIL (Y COMPRIS LA NEGLIGENCE), DE RESPONSABILITE

STRICTE, DE VIOLATION DE CONTRAT OU DE VIOLATION DE GARANTIE DE MICROSOFT OU DE

TOUT FOURNISSEUR ET MEME SI MICROSOFT OU TOUT FOURNISSEUR A ETE AVISE DE LA

POSSIBILITE DE TELS DOMMAGES.

LIMITATION DE RESPONSABILITE ET RECOURS. MALGRE LES DOMMAGES QUE VOUS PUISSIEZ

SUBIR POUR QUELQUE MOTIF QUE CE SOIT (NOTAMMENT, MAIS SANS LIMITATION, TOUS LES

DOMMAGES SUSMENTIONNES ET TOUS LES DOMMAGES DIRECTS OU GENERAUX OU AUTRES), LA

SEULE RESPONSABILITE DE MICROSOFT ET DE L'UN OU L'AUTRE DE SES FOURNISSEURS AUX

TERMES DE TOUTE DISPOSITION DE LA PRESENTE CONVENTION ET VOTRE RECOURS EXCLUSIF A

L'EGARD DE TOUT CE QUI PRECEDE (SAUF EN CE QUI CONCERNE TOUT RECOURS DE

REPARATION OU DE REMPLACEMENT CHOISI PAR MICROSOFT A L'EGARD DE TOUT MANQUEMENT a

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EXCLUSIONS ET DENIS QUI PRECEDENT (Y COMPRIS LES CLAUSES CI-DESSUS), S'APPLIQUENT

DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, MEME SI TOUT RECOURS

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WhizInterface

• Code Project - WWhizInterface: Enhancements to the Visual C++ Automation Interface 1.0 Copyright © 1999-2001 by Joshua C. Jensen

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