

**FORM: MICROSOFT AUTHORIZED REFURBISHER PROGRAM  
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 2000 Professional // Microsoft Windows XP // Microsoft Works
NUMBER OF PCs _____ AVERAGE (MINIMUM) 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 Program 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 license agreements for this SOFTWARE, including any which are contained in documentations accompanying the computer.

This Recipient Agreement is entered into by Eligible Recipient (“Eligible Recipient”) for the benefit of Microsoft Corporation (“MS”) as licensor with respect to Eligible Recipient’s user 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 LICENSE.** As a “Licensee”, this Agreement permits the Eligible Recipient to use one (1) copy of 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 a Eligible Recipient as defined in the MS MAR Agreement, then the Eligible Recipient has no rights under this Agreement.
2. **NO UPGRADE FOR 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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from the PC's hard drive. The Eligible Recipient shall not transfer the Software to any other computer, hard disk, or storage device. The Eligible Recipient shall not copy the printed materials accompanying the Software, if any.

**4. OTHER RESTRICTIONS.**

**a. Software Transfer.** The Eligible Recipient shall not transfer the Software or accompanying written materials, if any, except that the Eligible Recipient if an Eligible Charitable Organization may sublicense Eligible Recipient's rights hereunder to use the Software on a limited basis only to an individual for whom Eligible Recipient's organization provides charitable support and assistance in accordance with Eligible Recipient's organization's charitable non-for-profit or educational purposes, provided the Eligible Recipient obtain such sub-licensee's written agreement to comply with the terms of this Agreement.

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

**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. Limitations on Reverse Engineering, Decompilation, and Disassembly.** 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.

**e. Trademarks.** This Agreement does not grant the Eligible Recipient any rights in connection with any trademarks or services marks of MS, Microsoft Corporation, or their affiliates.

**f. Assignments/Transfers.** The license rights to use the Software shall not be assigned or transferred without the written consent of MS.

**g. Termination.** In the event of any violation of this Recipient Agreement by the Eligible Recipient, MS may terminate the Eligible Recipient's license to the Software.

**h. Export Restrictions.** The Software is subject to applicable national and/or multi-national export jurisdiction. The Eligible Recipient agrees to comply with all applicable international and national laws that apply to the Software, as well as end-user, end-use and destination restrictions issued by applicable governments. For additional information, see <http://www.microsoft.com/exporting/>.

**5. EXCLUSION OF WARRANTY.**

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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 parties that this Recipient Agreement be drawn up in English. C'est la violenté expresse des parties que la présente convention anisi que documents qui s'y rattachent soient rédigés en anglais.

Accepted and agreed:

Eligible Recipient

Name (Print): \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

*NOTE: If consumer is under the age of 18, form must be signed by a parent, guardian, or POA (Power of Attorney).*