

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT SILVERLIGHT 4

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

- updates (including but not limited to bug fixes, patches, updates, upgrades, enhancements, new versions, and successors to the software, collectively called "updates"),
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply.

By using the software, you accept these terms. If you do not accept them, do not use the software.

As described below, your installation of this software also operates as your consent to the transmission of certain standard computer information and to the automatic downloading and installation of updates on your computer.

If you comply with these license terms, you have the rights below.

- 1. INSTALLATION AND USE RIGHTS.** You may install and use any number of copies of the software. You may also make any number of copies as you need to distribute the software within your organization.
- 2. INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
- 3. SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not
 - work around any technical limitations in the software;
 - reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
 - publish the software for others to copy;
 - rent, lease or lend the software; or
 - transfer the software or this agreement to any third party.

4. **AUTOMATIC UPDATES.** This software contains an Automatic Update feature that is on by default. For more information about this feature, including instructions for turning it off, see go.microsoft.com/fwlink/?LinkId=178857. You may turn off this feature while the software is running ("opt out"). Unless you expressly opt out of this feature, this feature will (a) connect to Microsoft or service provider computer systems over the Internet, (b) use Internet protocols to send to the appropriate systems standard computer information, such as your computer's Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software, and (c) automatically download and install, or prompt you to download and/or install, current Updates to the software. In some cases, you will not receive a separate notice before this feature takes effect. By installing the software, you consent to the transmission of standard computer information and the automatic downloading and installation of updates.
5. **MICROSOFT DIGITAL RIGHTS MANAGEMENT.** If you use the software to access content that has been protected with Microsoft Digital Rights Management (DRM), then, in order to let you play the content, the software may automatically request media usage rights from a rights server on the Internet and download and install available DRM updates. For more information, see go.microsoft.com/fwlink/?LinkId=178857.
6. **NOTICE ABOUT THE H.264/AVC VISUAL STANDARD, AND THE VC-1 VIDEO STANDARD.** This software may include H.264/MPEG-4 AVC and/or VC-1 decoding technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE AVC AND THE VC-1 PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE STANDARDS ("VIDEO STANDARDS") AND/OR (ii) DECODE AVC, AND VC-1 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NONE OF THE LICENSES EXTEND TO ANY OTHER PRODUCT REGARDLESS OF WHETHER SUCH PRODUCT IS INCLUDED WITH THIS SOFTWARE IN A SINGLE ARTICLE. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE WWW.MPEGLA.COM.

For clarification purposes, this notice does not limit or inhibit the use of the software for normal business uses that are personal to that business which do not include (i) redistribution of the software to third parties, or (ii) creation of content with the VIDEO STANDARDS compliant technologies for distribution to third parties.

7. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.
8. **SUPPORT SERVICES.** Microsoft provides support services for the software as described at support.microsoft.com/gp/lifean45.
9. **ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
10. **APPLICABLE LAW.**

- a. **United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
- b. **Outside the United States.** If you acquired the software in any other country, the laws of that country apply.

11. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.
12. **DISCLAIMER OF WARRANTY.** The software is licensed "as-is." You bear the risk of using it. Microsoft gives no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this agreement cannot change. To the extent permitted under your local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
13. **LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES.** You can recover from Microsoft and its suppliers only direct damages up to U.S. \$5.00. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies to

- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

Microsoft Silverlight 4 Privacy Statement

Last updated: June 2011

At Microsoft, we're working hard to help protect your privacy, while delivering software that brings you the performance, power, and convenience you desire in your personal computing. This privacy statement explains the data collection and use practices of Microsoft Silverlight 4 ("Silverlight"). It does not apply to other online or offline Microsoft Web sites, products, or services.

Silverlight helps you to access and enjoy rich content on Web sites while using your Internet browsers. This privacy statement describes how Silverlight interacts with Microsoft in order to offer you Silverlight updates and other Internet-enabled features.

Collection and Use of Information About Your Computer

Internet-enabled features in software will send information about your computer ("standard computer information") to the Web sites you visit and Web services you use. This information is generally not personally identifiable. Standard computer information typically includes information such as your IP address, operating system version, browser version, your hardware ID which indicates the device manufacturer, device name, and device version, application version and your regional and language settings. In this case, the application version would be the version of Silverlight installed on your device. Silverlight contains an update notification feature that sends standard computer information to Microsoft.

Information that is sent to Microsoft by this software will be used to provide you with Silverlight features and services. This information may be used to improve Silverlight and our other products and services, as well as for analysis purposes. Except as described in this statement, information you provide will not be transferred to third parties without your consent. We occasionally hire other companies to provide limited services on our behalf, such as packaging, sending, and delivering purchases and other mailings, answering customer questions about software or services, processing event registration, or performing statistical analysis of our services. We will only provide those companies the information they need to deliver the service, and they are prohibited from using that information for any other purpose.

Microsoft may access or disclose information about you, including the content of your communications, in order to: (a) comply with the law or respond to lawful requests or legal process; (b) protect the rights or property of Microsoft or our customers, including the enforcement of our agreements or policies governing your use of the services; or (c) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of Microsoft employees, customers or the public.

Information that is collected by or sent to Microsoft may be stored and processed in the United States or any other country/region in which Microsoft or its affiliates, subsidiaries, or service providers maintain facilities. Microsoft abides by the safe harbor framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland.

Silverlight Application Storage

Silverlight-based applications can store data files locally on your computer for a variety of purposes: saving your custom settings, storing large files for graphically intensive features (such as games, maps, and images), and storing content that you create within certain applications. Application storage is turned on by default, but Web sites are initially limited to a total of 1 megabyte of storage. If the application requires more than 1 megabyte, Silverlight will ask you if you want to increase the available storage for the Web site hosting the application.

To configure application storage

1. Right click on content that is currently being displayed by Silverlight and select **Silverlight** or follow the instructions below to start the Silverlight Configuration tool while offline.
2. Select the **Application Storage** tab.
3. Delete storage for individual Web sites or all Web sites using the **Delete** or **Delete All** buttons
4. To turn off application storage, uncheck **Enable application storage** and click **OK**.

Silverlight Updates

Unless you change the settings in the Silverlight Configuration panel, Silverlight will periodically check a Microsoft Web site for updates to provide you with the latest features and improvements. When it does so, a request is sent to Microsoft that contains standard computer information, as described above. A small file containing information about the latest Silverlight version will be downloaded to your computer and compared to your currently installed version. If a newer version is available, it will be downloaded and installed on your computer.

To change your update settings

1. Right click on content that is currently being displayed by Silverlight and select **Silverlight** or follow the instructions below to start the Silverlight Configuration tool while offline.
2. Select the **Updates** tab.
3. Chose to either install updates automatically, check for updates and prompt you to download and install them, or never check for updates
4. Click the **OK** button

Note: Silverlight may also be updated via Microsoft Update or Windows Server Update Services.

Silverlight and Your Media Devices

Some Silverlight-based applications may provide features that use media devices connected to your computer. For example, a Silverlight video editing application may allow you to use your computer's camera and/or microphone to record video and/or audio. Silverlight will ask you before allowing Silverlight-based applications to access your media devices.

Microsoft Digital Rights Management

Silverlight uses Microsoft Digital Rights Management (DRM) technology to preserve the rights of content owners who protect their music or video products in this manner. You must have the media usage rights required to play protected DRM content.

Updating Media Usage Rights. If you access DRM protected content in a Silverlight application (typically on a Web site), Silverlight will automatically request media usage rights from a rights server on the Internet. You will not be prompted before Silverlight sends the request to the rights server. This helps to ensure that you have a seamless playback experience. When requesting media usage rights, Silverlight will provide the rights server with standard computer information, an ID for the DRM protected content (music or video) file, a request for permission to play the content, information about the DRM components on your computer such as their revision and security levels, and a unique identifier for your computer.

Player Revocation. If the security of your version of Silverlight is compromised, owners of secure content may request that Microsoft revoke the right of Silverlight to copy, display, and/or play secure content. If your version of Silverlight has been revoked, it will not be able to play secure content until you update Silverlight to a more recent and more secure version. Revocation does not alter the ability of Silverlight to play unprotected content.

DRM Component Updates. Updates to the DRM components on your computer may be required in order to access content that is protected by DRM technology. When you attempt to play content that requires a DRM update, Silverlight will send a request to a Microsoft server containing standard computer information, standard troubleshooting data, information about the DRM components on your computer, such as their revision and security levels, and a unique identifier for your computer that is based on your hardware configuration. The Microsoft server uses this identifier to return a unique DRM update for your computer, which will then be installed by Silverlight.

To change your DRM settings

1. Right click on content that is currently being displayed by Microsoft Silverlight and select **Silverlight** or follow the instructions below to start the Silverlight Configuration tool while offline.
2. Select the **Playback** tab.
3. Check or uncheck the **Enable download and updates to components required for protected content playback** checkbox
4. Click the **OK** button.

Accessing Silverlight Controls Without Silverlight Content

The Silverlight Configuration settings can be configured without right-clicking Silverlight content by running the Silverlight Configuration tool directly. See the instructions below to run the Silverlight Configuration tool on your computer.

In Microsoft Windows:

1. Click the Start button on the taskbar.
2. Click All Programs.

3. From the expanded menu of programs and folders, click on the “Microsoft Silverlight” folder.
4. Click on the “Microsoft Silverlight” program shown in the “Microsoft Silverlight” folder to open the configuration tool.

Apple Mac OS X:

1. Open the Finder.
2. Navigate to Applications.
3. Double-click the “Microsoft Silverlight” shortcut to open the configuration tool.

Enterprise Administrator Controls

In an enterprise environment, administrators can configure group policy to disable Silverlight updates and DRM playback by following the instructions provided below. CAUTION: Incorrectly editing the registry may severely damage your system. Before making changes to the registry, you should back up any valued data on the computer. You can also use the Last Known Good Configuration startup option if you encounter problems after manual changes have been applied.

Disabling Silverlight Updates

A registry key HKLM\Software\Microsoft\Silverlight can be created with the Value Name UpdateMode with a Value Type of DWORD and given a value of 0x00000002. This sets the machine to never check for automatic updates, although updates may be provided through other means, such as Microsoft Update.

Disabling Silverlight DRM Playback

A registry key, HKLM\Software\Microsoft\Silverlight, can be created with the Value Name DRMEnabled with a Value Type of REG_DWORD and given a value of 0x00000000. This sets the machine to never download or update components required for protected content playback.

Disabling Silverlight Unique Client Identification

A registry key HKLM\Software\Microsoft\Silverlight can be created with the Value Name EnableClientInformation with a Value Type of REG_DWORD and given a value of 0x00000000. This sets the machine to never provide the unique identifier associated with the Unique Client Identification feature to any Web site regardless of the DRM setting.

Security of your information

Microsoft is committed to protecting the security of your information. We use a variety of security technologies and procedures to help protect your information from unauthorized access, use, or disclosure. For example, the information that is sent to Microsoft when Silverlight automatically updates is stored on computer systems with limited access, which are located in controlled facilities.

Changes to the Privacy Statement

We may occasionally update this privacy statement. When we do, we will revise the "last updated" date at the top of the privacy statement. We encourage you to periodically review this privacy statement to be informed of how Microsoft is protecting your information.

Contact Information

Microsoft welcomes your comments regarding this privacy statement. If you have questions about this statement or believe that we have not adhered to it, please contact us by using our [Web form](#).

Microsoft Privacy, Microsoft Corporation, One Microsoft Way, Redmond, Washington 98052 • 425-882-8080

Microsoft .NET Framework 1.1 Redistributable EULA

IMPORTANT: READ CAREFULLY - These Microsoft Corporation ("Microsoft") operating system components, including any "online" or electronic documentation ("OS Components") are subject to the terms and conditions of the agreement under which you have licensed the applicable Microsoft operating system product described below (each an "End User License Agreement" or "EULA") and the terms and conditions of this Supplemental EULA. BY INSTALLING, COPYING OR OTHERWISE USING THE OS COMPONENTS, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE APPLICABLE OPERATING SYSTEM PRODUCT EULA AND THIS SUPPLEMENTAL EULA. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT INSTALL, COPY OR USE THE OS COMPONENTS.

NOTE: IF YOU DO NOT HAVE A VALIDLY LICENSED COPY OF ANY VERSION OR EDITION OF MICROSOFT WINDOWS 95, WINDOWS 98, WINDOWS NT 4.0 WINDOWS 2000 OPERATING SYSTEM OR ANY MICROSOFT OPERATING SYSTEM THAT IS A SUCCESSOR TO ANY OF THOSE OPERATING SYSTEMS (each an "OS Product"), YOU ARE NOT AUTHORIZED TO INSTALL, COPY OR OTHERWISE USE THE OS COMPONENTS AND YOU HAVE NO RIGHTS UNDER THIS SUPPLEMENTAL EULA.

Capitalized terms used in this Supplemental EULA and not otherwise defined herein shall have the meanings assigned to them in the applicable OS Product EULA.

General. Each of the OS Components available from this site is identified as being applicable to one or more of the OS Products. The applicable OS Components are provided to you by Microsoft to update, supplement, or replace existing functionality of the applicable OS Product. Microsoft grants you a license to use the applicable OS Components under the terms and conditions of the EULA for the applicable OS Product (which are hereby incorporated by reference except as set forth below), the terms and conditions set forth in this Supplemental EULA, and the terms and conditions of any additional end user license agreement that may accompany the individual OS Components (each an "Individual EULA"), provided that you comply with all such terms and conditions. To the extent that there is a conflict among any of these terms and conditions applicable to the OS Components, the following hierarchy shall apply: 1) the terms and conditions of the Individual EULA; 2) the terms and conditions in this Supplemental EULA; and 3) the terms and conditions of the applicable OS Product EULA.

Additional Rights and Limitations.

- If you have multiple validly licensed copies of any OS Product, you may reproduce, install and use one copy of the applicable OS Components as part of the applicable OS Product on all of your computers running validly licensed copies of the applicable OS Product, provided that you use such additional copies of such OS Components in accordance with the terms and conditions above. For each validly licensed copy of the applicable OS Product, you also may reproduce one additional copy of the applicable OS Components solely for archival purposes or reinstallation of the OS Components on the same computer as the OS Components were previously installed. Microsoft retains all right, title and interest in and to the OS Components. All rights not expressly granted are reserved by Microsoft.
- If you are installing the OS Components on behalf of an organization other than your own, prior to installing any of the OS Components, you must confirm that

the end-user (whether an individual or a single entity) has received, read and accepted these terms and conditions.

- The OS Components may contain technology that enables applications to be shared between two or more computers, even if an application is installed on only one of the computers. You may use this technology with all Microsoft application products for multi-party conferences. For non-Microsoft applications, you should consult the accompanying license agreement or contact the licensor to determine whether application sharing is permitted by the licensor.
- You may conduct internal benchmark testing of the .NET Framework component of the OS Components (“ .NET Component”). You may disclose the results of any benchmark test of the .NET Component, provided that you comply with the following terms: (1) you must disclose all the information necessary for replication of the tests, including complete and accurate details of your benchmark testing methodology, the test scripts/cases, tuning parameters applied, hardware and software platforms tested, the name and version number of any third party testing tool used to conduct the testing, and complete source code for the benchmark suite/harness that is developed by or for you and used to test both the .NET Component and the competing implementation(s); (2) you must disclose the date(s) that you conducted the benchmark tests, along with specific version information for all Microsoft software products tested, including the .NET Component; (3) your benchmark testing was performed using all performance tuning and best practice guidance set forth in the product documentation and/or on Microsoft’s support web sites, and uses the latest updates, patches and fixes available for the .NET Component and the relevant Microsoft operating system; (4) it shall be sufficient if you make the disclosures provided for above at a publicly available location such as a website, so long as every public disclosure of the results of your benchmark test expressly identifies the public site containing all required disclosures; and (5) nothing in this provision shall be deemed to waive any other right that you may have to conduct benchmark testing. The foregoing obligations shall not apply to your disclosure of the results of any customized benchmark test of the .NET Component, whereby such disclosure is made under confidentiality in conjunction with a bid request by a prospective customer, such customer’s application(s) are specifically tested and the results are only disclosed to such specific customer. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the .NET Component, provided it complies with the same conditions above.

IF THE APPLICABLE OS PRODUCT WAS LICENSED TO YOU BY MICROSOFT OR ANY OF ITS WHOLLY OWNED SUBSIDIARIES, THE LIMITED WARRANTY (IF ANY) INCLUDED IN THE APPLICABLE OS PRODUCT EULA APPLIES TO THE APPLICABLE OS COMPONENTS PROVIDED THE APPLICABLE OS COMPONENTS HAVE BEEN LICENSED BY YOU WITHIN THE TERM OF THE LIMITED WARRANTY IN THE APPLICABLE OS PRODUCT EULA. HOWEVER, THIS SUPPLEMENTAL EULA DOES NOT EXTEND THE TIME PERIOD FOR WHICH THE LIMITED WARRANTY IS PROVIDED.

IF THE APPLICABLE OS PRODUCT WAS LICENSED TO YOU BY AN ENTITY OTHER THAN MICROSOFT OR ANY OF ITS WHOLLY OWNED SUBSIDIARIES, MICROSOFT DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE APPLICABLE OS COMPONENTS AS FOLLOWS:

DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT AND ITS SUPPLIERS PROVIDE TO YOU THE OS COMPONENTS, AND ANY (IF ANY) SUPPORT SERVICES RELATED TO THE OS

COMPONENTS ("SUPPORT SERVICES") AS IS AND WITH ALL FAULTS; AND MICROSOFT AND ITS SUPPLIERS HEREBY DISCLAIM WITH RESPECT TO THE OS COMPONENTS AND SUPPORT SERVICES ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) WARRANTIES, DUTIES OR CONDITIONS OF OR RELATED TO: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, WORKMANLIKE EFFORT AND LACK OF NEGLIGENCE. ALSO THERE IS NO WARRANTY, DUTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE OS COMPONENTS AND ANY SUPPORT SERVICES REMAINS WITH YOU.

EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MICROSOFT OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR: LOSS OF PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY (INCLUDING OF GOOD FAITH OR OF REASONABLE CARE), NEGLIGENCE, AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE OS COMPONENTS OR THE SUPPORT SERVICES, OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS SUPPLEMENTAL EULA, EVEN IF MICROSOFT OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

LIMITATION OF LIABILITY AND REMEDIES. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF MICROSOFT AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS SUPPLEMENTAL EULA AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO ACTUAL DAMAGES INCURRED BY YOU BASED ON REASONABLE RELIANCE UP TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE OS COMPONENTS OR U.S.\$5.00. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.