

Re: Win xp oem activation hits me clear as mud!

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*Source:*

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- *From:* "Steve N." <[me@xxxxxxxx](mailto:me@xxxxxxxx)>
  - *Date:* Sun, 15 May 2005 14:58:53 GMT
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Carey Frisch [MVP] wrote:

You paid less for an OEM version and as a consequence you do not receive the benefits of a Retail Version. OEM versions of Windows XP are non-transferrable and if your motherboard dies, so does your OEM license. Microsoft does not sell OEM versions to end-users, only Retail Versions.

Where does the word "motherboard" appear in the XP Pro OEM EULA?

It defines "HARDWARE" here:

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and "COMPUTER" here:

The term "COMPUTER" as used herein shall mean the HARDWARE, if the HARDWARE is a single computer system, or shall mean the computer system with which the HARDWARE operates, if the HARDWARE is a computer system component.

That could mean any component that is part of the computer that the

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software is installed on.

Heck, don't take my word for it, here's the whole XP Pro OEM EULA. Find the word "motherboard" in it.

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Microsoft(r) Windows(r) XP Media Center Edition  
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GARANTIE LIMITÉE. Le Fabricant garantit que (a) la performance du LOGICIEL sera substantiellement en conformité avec les documents écrits qui l'accompagnent pour une période de quatre-vingt-dix (90) jours à compter de la date de réception, et que (b) tout matériel de Microsoft fourni avec le LOGICIEL sera exempt de défaut de matière première ou de vice de fabrication dans des conditions normales d'utilisation et d'entretien pour une période d'un (1) an à compter de la date de réception. Toutes garanties ou conditions implicites concernant le LOGICIEL et le matériel Microsoft sont limitées à quatre-vingt-dix (90) jours et un (1) an, respectivement.

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garantie initiale ou pour trente (30) jours, selon laquelle de ces deux périodes est la plus longue.

EXCLUSION DE TOUTE AUTRE GARANTIE. Selon la portée maximale autorisée par la loi applicable, le Fabricant et ses fournisseurs renoncent à toutes autres garanties ou conditions, expresses ou implicites, y compris mais ne se limitant pas aux garanties implicites de la qualité marchande ou un usage particulier en ce qui concerne le LOGICIEL, la documentation écrite et tout matériel qui l'accompagnent. Cette garantie limitée vous accorde des droits spécifiques reconnus par la loi.

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La présente Convention de droits d'utilisation de logiciel est régie par les lois de la province d'Ontario, Canada. Chacune des parties aux présentes reconnaît irrévocablement la compétence des tribunaux de la province d'Ontario et consent à instituer tout litige qui pourrait découler des présentes auprès des tribunaux situés dans le district judiciaire de York, province d'Ontario.

APPENDIX  
WARRANTY AND SPECIAL PROVISIONS  
FOR  
THE UNITED STATES OF AMERICA  
AND ANY OTHER COUNTRY

LIMITED WARRANTY

LIMITED WARRANTY. Manufacturer warrants that (a) the

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SOFTWARE will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt, and (b) any Microsoft hardware accompanying the SOFTWARE will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of receipt. Any implied warranties on the SOFTWARE and Microsoft hardware are limited to ninety (90) days and one (1) year, respectively. Some states/jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you.

CUSTOMER REMEDIES. Manufacturer's and its suppliers' entire liability and your exclusive remedy shall be, at Manufacturer's option, either (a) return of the price paid, or (b) repair or replacement of the SOFTWARE or hardware that does not meet this Limited Warranty and which is returned to Manufacturer with a copy of your receipt. This Limited Warranty is void if failure of the SOFTWARE or hardware has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE or hardware will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

NO OTHER WARRANTIES. To the maximum extent permitted by applicable law, Manufacturer and its suppliers disclaim all other warranties, either express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose, with regard to the SOFTWARE, the accompanying written materials, and any accompanying hardware. This limited warranty gives you specific legal rights. You may have others which vary from state /jurisdiction to state/jurisdiction.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. To the maximum extent permitted by applicable law, in no event shall Manufacturer or its suppliers be liable for any damages whatsoever (including without limitation, special, incidental, consequential, or indirect damages for personal injury, loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use this product, even if Manufacturer has been advised of the possibility of such damages. In any case, Manufacturer's and its suppliers' entire liability under any provision of this agreement shall be limited to the amount actually paid by you for the SOFTWARE and/or Microsoft hardware. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

SPECIAL PROVISIONS

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Steve

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