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  - ii. Limitation of Liability. In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, Microsoft is liable according to the statutory law.

Subject to the foregoing clause ii., Microsoft will only be liable for slight negligence if Microsoft is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of this agreement, the breach of which would endanger the purpose of this agreement and the compliance with which a party may constantly trust in (so-called “cardinal obligations”).

In other cases of slight negligence, Microsoft will not be liable for slight negligence.

12. DISCLAIMER OF WARRANTY.

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13. LIMITATION ON AND EXCLUSION OF DAMAGES. IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES DESPITE THE PRECEDING DISCLAIMER OF WARRANTY, 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.

## OSS (オープンソースソフトウェア) について

This limitation applies to (a) anything related to the software, services, content (including code) on third party Internet sites, or third party applications; and (b) claims for breach of contract, warranty, guarantee, or condition; strict liability, negligence, or other tort; or any other claim; in each case 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 state, province, or country may not allow the exclusion or limitation of incidental, consequential, or other damages.

Please note: As this software is distributed in Canada, some of the clauses in this agreement are provided below in French.

Remarque: Ce logiciel étant distribué au Canada, certaines des clauses dans ce contrat sont fournies ci-dessous en français.

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- b) **CLAUSE D'EXCLUSION DE RESPONSABILITÉ RELATIVE À L'UTILISATION À HAUT RISQUE. AVERTISSEMENT: LE LOGICIEL N'EST PAS CONÇU OU DESTINÉ À ÊTRE UTILISÉ LORSQU'UNE DÉFAILLANCE OU UN DÉFAUT DE QUELQUE NATURE QUE CE SOIT POURRAIT ENTRAÎNER LA MORT OU DES BLESSURES CORPORELLES GRAVES, OU DES DOMMAGES PHYSIQUES OU ENVIRONNEMENTAUX (« Utilisation à haut risque »).** Par conséquent, vous devez concevoir et mettre en œuvre votre équipement et votre logiciel de manière à ce que, en cas d'interruption, de défaut, d'erreur ou de toute autre défaillance du logiciel, la sécurité des personnes, des biens et de l'environnement ne soit pas réduite en dessous d'un niveau raisonnable, approprié et légal, que ce soit en général ou pour un secteur spécifique. Votre utilisation à haut risque du logiciel est à vos propres risques.

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## OSS (オープンソースソフトウェア) について

Cette limitation concerne:

- tout ce qui est relié au logiciel, aux services ou au contenu (y compris le code) figurant sur des sites Internet tiers ou dans des programmes tiers; et
- les réclamations au titre de violation de contrat ou de garantie, ou au titre de responsabilité stricte, de négligence ou d'une autre faute dans la limite autorisée par la loi en vigueur.

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