MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT Netezza to SQLDW Tool

Microsoft Corporation ("Microsoft") grants you a nonexclusive, perpetual, royalty-free right to use, copy, and modify the software code provided by us ("Software Code"). You may not sublicense the Software Code or any use of it (except to your affiliates and to vendors to perform work on your behalf)through distribution, network access, service agreement, lease, rental, or otherwise. Unless applicable law gives you more rights, Microsoft reserves all

other rights not expressly granted herein, whether by implication, estoppel or otherwise.

THE SOFTWARE CODE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY

KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE

AND NONINFRINGEMENT. IN NO EVENT SHALL MICROSOFT OR ITS LICENSORS

BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR

CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT

OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR

BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF

LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING

NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THE

SAMPLE CODE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.