

Microsoft Licensing Agreement/Product Use Rights

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» This arrow appears throughout the document before sections which are designed to guide you.

Highlight of Changes to License Agreement/Product Use Rights

- » This update includes the following additions.
- BizTalk Accelerator for SWIFT 2.0 Standard Edition (please refer to the Servers and Business Solutions section on page xx).
 - BizTalk Accelerator for SWIFT 2.0 Enterprise Edition (please refer to the Servers and Business Solutions section on page xx).
 - BizTalk Adapter for SAP 2.0 Enterprise Edition (please refer to the Servers and Business Solutions section on page xx).
 - Host Integration Server 2004 (“HIS (2004)”) Standard Edition (please refer to the Servers and Business Solutions section on page xx).
 - Host Integration Server 2004 (“HIS (2004)”) Enterprise Edition (please refer to the Servers and Business Solutions section on page xx).
 - Internet Security and Acceleration Server 2004 (“ISA (2004)”) Standard Edition (please refer to the Servers and Business Solutions section on page xx).
 - Speech Server 2004 Standard Edition (please refer to the Servers and Business Solutions section on page xx).
 - Speech Server 2004 Enterprise Edition (please refer to the Servers and Business Solutions section on page xx).
 - Exchange Intelligent Message Filter (please refer to the Servers and Business Solutions section on page xx).
 - Virtual Server 2004 (please refer to the Servers and Business Solutions section on page xx)

This update includes the following deletions (these are no longer available under the Volume Licensing programs):

- Exchange 2000 Conferencing Server
- Mobile Information Server

Other Changes:

Summary of Product Use Rights

» The following summaries are intended as a quick reference guide to our different licensing models. For specific details on when a license for a particular product is needed, and how that product may be deployed and used see the Definitions and General Use Rights and Restrictions, Applications, Systems, Servers and Developer Tools sections, which follow the summaries. Careful and thorough review of those sections, and the license agreement under which you license products, is essential to your compliance with all applicable provisions of your agreement with us. In the case of any inconsistency between the summary and a provision in one of those sections or in your license agreement, then the summary will not control.

Product Use Rights for Applications

» The following table is a summary of common product use rights for the Applications product pool. Each column addresses a different use right, and each row addresses a different product in this pool. In each cell, "yes" indicates that the use right applies to that particular product. This table is not a comprehensive summary of use rights and restrictions. For a detailed description of the different use rights addressed here, please refer to the section of these product use rights that is specific to each product.

	Licensed on a Per Device Basis?	Licensed on a Per User Basis?	Second Copy can be Installed on a Secondary Portable Device?	Work-at-home License Available?	Remote Desktop Access of Application Permitted?	Multi-language License Available?
Access	yes	no	yes	no	yes	no
Creative Writer	yes	no	yes	no	yes	no
Data Analyzer	yes	no	yes	no	yes	no
Encarta	yes	no	yes	no	yes	no
Excel	yes	no	yes	no	yes	no
eLearning Training Kit	yes	no	yes	no	yes	no
FrontPage	yes	no	yes	no	yes	no
Magic School Bus	yes	no	yes	no	yes	no
MapPoint	yes	no	yes	no	yes	no
Money	yes	no	yes	no	yes	no
Office	yes	no	yes	yes	yes	yes
Outlook	yes	no	yes	no	yes	no
PowerPoint	yes	no	yes	no	yes	no
Press	yes	no	yes	no	yes	no
Press Courseware	no	yes	yes	no	yes	no
Project	yes	no	yes	no	yes	yes
Proofing Tools	yes	no	yes	no	yes	no
Publisher	yes	no	yes	no	yes	no
Visio	yes	no	yes	no	yes	no
Word	yes	no	yes	no	yes	no
Works	yes	no	yes	no	yes	no

Product Use Rights for Systems

» The following table is a summary of common product use rights for the Systems product pool. Each column addresses a different use right, and each row addresses a different product in this pool. In each cell, "yes" indicates that the use right applies to that particular product. This table is not a comprehensive summary of use rights and restrictions. For a detailed description of the different use rights addressed here, please refer to the section of these product use rights that is specific to each product.

	Licensed on a Per Device Basis?	Allows up to two instances of Software per Licensed Device	Remote Desktop Technology Included with a License?	Remote Assistance Technology Included with a License?	NetMeeting Technology Included with a License?	Multiple Device Access for File/Print?	Multi-language License Available?
Windows XP Professional	yes (1)	yes	yes	yes	yes	yes (limit 10)	yes

1- Note: the Windows Desktop operating system is available in Volume Licensing not as a full version license, but rather as an upgrade license only. A qualifying operating system (defined in the Product List) must be licensed for the personal computer or workstation before you can upgrade and/or maintain that license in Volume Licensing.

Product Use Rights for Servers

» The following table is a summary of common product use rights for the Server product pool. Each column addresses a different use right, and each row addresses a different product in this pool. In each cell, "yes" indicates that the use right applies to that particular product. This table is not a comprehensive summary of use rights and restrictions. For a detailed description of the different use rights addressed here, please refer to the section of these product use rights that is specific to each product.

	Licensed on a Per Processor Basis?	Licensed on a Server/ CAL Basis with Per User CALs?	Licensed on a Server/ CAL Basis with Per Device CALs?	Licensed in a Server/ CAL Basis with Per Server CALs?	Licensed in a Server/ CAL Basis with External Connector ?	License Needed for Passive/ Fail Over Server in a cluster?	License Needed for Each Copy of Software on a Server?	Licensed on a Module/ User Basis with User License only for access?	Subscription Licenses (SL) required for use of basic online services?	SL Needed for use of add-on services?
Application Center	yes	no	no	no	no	yes	no (8)	no	n/a	n/a
BizTalk Server	yes	no	no	no	no	yes	(1)	no	n/a	n/a
Commerce Server	yes	no	no	no	n/a	yes	no (8)	no	n/a	n/a
Content Management Server	yes	no	no	no	no	yes	(1)	no	n/a	n/a
Class Server	no	no	yes (3)	no	no	yes	yes	no	n/a	n/a
Customer Relationship Management	no	no	no	no	no	yes	yes	yes	no	no
Exchange Server	no	yes	yes	no	yes	yes	yes	no	n/a	n/a
Host Integration Server	yes	no	no	no	no	yes	no (8)	no	n/a	n/a
Identity Integration Server	yes	no	no	no	no	yes	No (8)	no	n/a	n/a
ISA Server	yes	no	no	no	no	yes	no (8)	no	n/a	n/a
Microsoft Business Network	no	no	no	no	no	no	yes (10)	no	yes	yes
Office Project Server	no	yes	yes	no	yes	yes	yes	no	n/a	n/a
Office SharePoint Portal Server	no	yes	yes	no	yes	yes	yes	no	n/a	n/a

Operations Management Server	yes	no	no	no	no	yes	no (8)	no	n/a	n/a
Mobile Information Server	no	no	yes	no	no	yes	yes	no	n/a	n/a
Office Live Communications Server	no	yes	yes	no	yes	yes	yes	no	n/a	n/a
Services for Netware	no	(4)		(4)	n/a	n/a	no	no	n/a	n/a
Services for UNIX	No	No	no	no	no	yes	yes	no	n/a	n/a
SQL Server	yes (5)	yes	yes (5)	no	no	no	no (8)	no	n/a	n/a
Systems Management Server	no	no	yes	no	no	yes	yes	no	n/a	n/a
Terminal Server	no	yes	yes (6)	no	yes	yes	yes (6)	no	n/a	n/a
Windows Rights Management Server	no	yes	yes (6)	no	yes	yes	yes (6)	no	n/a	n/a
Windows Server	no	yes	yes	yes (2)	yes	yes	yes	no	n/a	n/a
Windows Small Business Server	no	yes	yes	no	no	yes	n/a (9)	no	n/a	n/a

1 - Each license for the Standard Edition of this product entitles you to install one copy of the product for use on a single processor of a server. The Enterprise Edition of this product entitles you to install any number of copies on a Server provided you have acquired the required number of processor licenses.

2 - Windows CALs may not be deployed in the Per Server mode, if licensing Terminal Server. In that case, Windows CALs must be deployed in the "per Device or per User" mode.

3 - See Class Server section for access license requirement unique to Class Server.

4 - You may install any number of copies of Server Software on Servers residing on your premises that are running the appropriate Microsoft Windows operating system as described in the user documentation published by Microsoft. You may install the client software on any device.

5 - SQL Server can be licensed either on a Per Processor basis or a Server/CAL basis with either Device or User CALs.

6 - The Terminal Server and Windows Rights Management Server components are licensed under a Windows Server license. The CALs for each must be acquired separately.

7 - Except in the case of a User for whom you have acquired a User CAL, a CAL is needed for limited access by secondary devices when product is licensed on a Server/CAL basis.

8 – You may install any number of copies of the software on a Server provided you have acquired the required number of software processor licenses.

9 – Only one copy of Windows Small Business Server may be installed on a physical machine, regardless of the number of licenses acquired.

10 - There is no CAL available for Microsoft Business Network (MBN), only a Server License is required for installation of the MBN software. There are separate subscription license requirements for the use of MBN online services as summarized below.

Product Use Rights for Microsoft Online Services

» The following table is a summary of product use rights for Microsoft Online Services. Each column addresses a different use right, and each row addresses a different product in this pool. In each cell, "yes" indicates that the use right applies to that particular product. This table is not a comprehensive summary of use rights and restrictions. For a detailed description of the different use rights addressed here, please refer to the section of these product use rights that is specific to each Online Services product.

	Services Subscription License (SL) Needed for Activation and Maintenance?	User SL Required for Use of Basic Microsoft Online Services on a Per User Basis?	SL Needed for Use of Add-on Microsoft Online Services?	Separate Licenses Needed for Each Copy of Software on a Server?
<i>Microsoft Online Services</i>				
Microsoft Business Network	yes (1)	yes	yes	yes
MSN Messenger Connect	yes	yes	n/a	(2)

1- You may be eligible for complimentary Services SL to use the Microsoft Business Network Online Services. Please consult the Product List for the eligibility criteria.

2 - In order to use MSN Messenger Connect Service, you must, at your own expense, obtain an authorized gateway from a gateway provider subject to the use rights and restrictions of the gateway provider.

Product Use Rights for Developer Tools

» The following table is a summary of product use rights for Developer Tools. Each column addresses a different use right, and each row addresses a different product in this pool. In each cell, "yes" indicates that the use right applies to that particular product. This table is not a comprehensive summary of use rights and restrictions. For a detailed description of the different use rights addressed here, please refer to the section of these product use rights that is specific to each Developer Tool product.

<i>Application and Developer Tool Products</i>	Licensed on a Per Designated User Basis?	May Install <u>Any Number of Copies, on Any Number of Devices?</u>	Can Be Used Only for Design, Test Demonstration, or Development Purposes?	Can Be Used for General Business Purposes, Provided It Is for Design, Development, Demonstration or Test of the Software?	Can Be Used for General Business Purposes?
Office Developer	yes	yes	yes	n/a	yes
MSDN	yes	yes	yes	yes (1)	yes (2)
Visual Fox Pro	yes	yes	yes	No	no
Visual SourceSafe	yes	yes	yes	No	no
Visual Studio	yes	yes	yes	No	no

<i>Server Products</i>	Licensed on a Per Designated User Basis?	May Install Software on <u>Any Number of Servers</u> w/unlimited device connections?	Can be Used Only for Design, Test Demonstration , or Development Purposes?	Can be Used for General Business Purposes?
BizTalk Server Developer	yes	yes	yes	no
Commerce Server Developer	yes	yes	yes	no
SQL Server Developer	yes	yes	yes	no

1 - Applies to Project, Visio and Office Developer Components of MSDN only.

2 - Applies to Office Developer Component of MSDN only.

Definitions and General Use Rights and Restrictions

» This document specifies use rights and restrictions for Microsoft Software and online services that:

- You order under your government contract.
- We license to you in connection with Software Assurance; and
- We license to you in connection with Software Assurance Membership.

For additional information on what Software is licensed to you in connection with Software Assurance and Software Assurance Membership, or what Software or online services you can order under your government contract, please see the Microsoft Product List, or contact your Microsoft account manager or reseller.

If you are an entity of the United States Government, this Microsoft License Agreement/Product Use Rights constitutes an addendum to the government contract.

I. Definitions

These are common defined terms:

“Enrollment” means the document that your reseller or integrator submits to us to sign you up as an enrolled affiliate under a Microsoft volume licensing program and make an initial selection of products for you.

“Fixes” means commercial product service packs and other fixes that we release generally.

“Government Contract” means the volume license agreement between you and an authorized Microsoft reseller or integrator pursuant to which you order licenses for Microsoft product(s).

“License Confirmation” means evidence of your license provided by Microsoft.

“Microsoft” (also referred to as “we” or “us” in this document) means the Microsoft company which is issuing or has issued licenses pursuant to your volume license government contract or its affiliates.

“Product,” except as otherwise provided, means the computer software and associated media, schema, schema-generating tools, printed materials, and “online” or electronic documentation, if any.

“Software” means the software portion of the products you may license under your volume license government contract.

“You” means the government entity which has entered into the volume license government contract, and which is identified as an enrolled affiliate under the applicable enrollment, pursuant to which a copy of the Software is being licensed or, if applicable, its affiliates or authorized users.

II. General Use Rights and Restrictions

These are general use rights and restrictions for all products:

Microsoft grants you specific use rights for each product you license provided you comply with all terms and conditions applicable to that product. Such products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold.

These license agreement/product use rights and terms also govern any product support services relating to the Software and online services except as may be included in another agreement between you and Microsoft.

Except as otherwise described below, your use of any product that you license from us is governed by the license agreement/product use rights specific to each product and version. The product use rights applicable to products licensed to you are as follows:

- For latest versions available as of the enrollment effective date.** For the latest version of any product available on or before the enrollment effective date, the license agreement/product use rights in effect on the enrollment effective date for that product and version apply.
- For versions and products that become available after an enrollment effective date.** For any version of any existing product, or any new product, first made available after the enrollment effective date, the license agreement/product use rights in effect on the date on which the version or product first

becomes available apply (subject to our commitment on use rights below).

c. For versions of a product that predate the latest version available as of an enrollment effective date. If you are using a version of any product licensed under an enrollment that became available prior to the version that was current on the enrollment effective date, your use of the earlier version will be governed by the license agreement/product use rights that would apply if you were using the version licensed under the enrollment, or in the case of Software Assurance or L&SA, the latest version that is or becomes available at any time during the term of the applicable enrollment.

d. Right to reassign Software Assurance coverage acquired under the Select program to replacement computers. You may reassign Software Assurance coverage ordered under the Select program for an underlying desktop operating system product installed on one computer to a replacement computer so long as (i) that replacement computer is licensed to run the latest version of the desktop operating system available as of the date of the reassignment, and (ii) you remove from the original computer any desktop operating system upgrades that were installed under the reassigned Software Assurance coverage. You may not otherwise separate Software Assurance coverage or any right to run any version of any product acquired through such coverage from the underlying license for which it is ordered.

e. Microsoft's commitment on use rights.

For all products – use rights fixed by version. We will not change your license agreement/product use rights for any version of a product after it becomes available to you under an enrollment.

For enterprise products – no detrimental use right changes in new versions.

(i) **For new versions made available during the initial enrollment term.** If we make available a new version of any enterprise product during the initial enrollment term, and that new version is subject to certain use rights that are more restrictive than those that applied to a prior version under an enrollment that was or became available during the initial enrollment term, as applicable, you may run that new version without being subject to those certain more restrictive use rights.

(ii) **For new versions made available during each renewal term.** Upon each renewal of Software Assurance for an enterprise product, your use of that product will be governed by the license agreement/product use rights that apply to the latest version of

that product available as of the date of that renewal, including any terms that are more restrictive than those that applied to a previous version of that product licensed by you during the preceding term. However, if during a renewal term we make available a new version of that same enterprise product with certain use rights more restrictive than those use rights that applied to a prior version licensed under an enrollment that was or became available during that same term, you may run the new version without being subject to those certain more restrictive use rights.

(iii) **New features or functionality.** The right described in subsections (i) and (ii) above does not apply to License Agreement/Product use rights that relate specifically to new features or functionality added to a new version.

f. Licenses purchased under on a non-perpetual basis. Any reference in this License Agreement/Product Use Rights to a right to run products on a perpetual basis applies to licenses acquired under a government contract for non-perpetual licenses only if you elect to obtain perpetual licenses subject to the any applicable terms in the government contract permitting the acquisition of perpetual licenses.

We or your reseller or integrator will provide you with a copy of the applicable license agreement/product use rights or we will make them available either by publication on the World Wide Web at a site we identify or by some other reasonable means. You acknowledge that you and your affiliates have access to the World Wide Web. We do not transfer any ownership rights in any licensed product, and we reserve all rights not expressly granted.

A. Prerelease Code.

Portions of the Software or online services may be identified as prerelease code ("Prerelease Code"). Such Prerelease Code is not at the level of performance and compatibility of the final, generally available product offering. The Prerelease Code may not operate correctly and may be substantially modified prior to first commercial shipment. Microsoft is not obligated to make the Prerelease Code or any later version commercially available. Your license to use any Prerelease Code expires when the product is commercially available from Microsoft.

B. Updates and Supplements.

These rights and restrictions apply to updates or supplements to, and add-on components, or Internet-based services components of the original Product provided by Microsoft (for example, subsequent installments of MSDN or service pack updates to existing products), unless we provide other terms along with the update, supplement, add-on component, or Internet-based services component. If you do not have a validly licensed copy of the original Product to which the update, supplement, add-on component, or Internet-based services component relates, you are not authorized to install, copy, or otherwise use the update, supplement, add-on component, or Internet-based services component, and you have no rights under the supplemental use terms, if any. Microsoft reserves the right to discontinue Internet-based services provided to you or made available to you through the use of the Software.

C. Remote Assistance.

If the Software or online services contain the Remote Assistance technology, you may use it to access any other Microsoft software product for the sole purpose of rendering technical support and assistance to a licensed user of such software product with the user's permission.

D. Speech/Handwriting Recognition.

If the Software or online services include speech and/or handwriting recognition component(s), you should understand that speech and handwriting recognition are inherently statistical processes; that recognition errors are inherent in the processes; that it is your responsibility to provide for the handling of such errors and to monitor the recognition processes and correct any errors. Neither Microsoft nor its suppliers shall be liable for any damages arising out of errors in the speech and handwriting recognition processes.

E. Consent to Use of Data.

You agree that Microsoft and its affiliates may collect and use technical information gathered

as part of the product support services provided to you, if any, related to the Software or online services. Microsoft may use this information solely to improve our products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you.

F. Links To Third Party Sites and Services.

You may link to and interact with third party sites and web services through the use of the Software and online services ("Links"). The Links are not under the control of Microsoft, and Microsoft is not responsible for the contents of any Links, any links contained in a Link, or any changes or updates to a Link. Microsoft is not responsible for webcasting or any other form of transmission received from any Link, nor is Microsoft responsible if a Link is not working appropriately. Microsoft provides these Links to you only as a convenience, and the inclusion of any Link does not imply an endorsement by Microsoft of the Link or any association with its operators. You are responsible for viewing and abiding by any privacy statements and terms of use posted in connection with the Links

G. No "Multiplexing" or "Pooling."

Use of software or hardware that reduces the number of electronic devices directly monitored or managed by the Software or directly accessing or utilizing the Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of licenses required; the required number of licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware "front end."

H. No Commercial Hosting.

You may not provide commercial hosting services with the Products.

I. Redistributable Components—No Warranty.

Product warranties do not apply to components of products which you are permitted to redistribute under applicable product use rights.

J. Software Assurance Benefits

Some Software Assurance benefits (e.g., the use of certain supplemental software) require Software Assurance coverage. Other Software Assurance benefits require Software Assurance Membership. Please see the Product List to find out what these benefits and the respective eligibility criteria are.

K. Volume License Product Keys.

To install certain products you will need to use a specific Volume License Product Key (VLK). You will be assigned a unique VLK for each product family (starting with the XP product line). Because you will be held responsible for unauthorized use of the VLKs assigned under your license agreement, you agree to use your best efforts to keep a secure record of these product keys including not disclosing such keys to any unauthorized third party. For further information on VLKs, please go to <http://www.microsoft.com/licensing> and click on the "Volume License Product Key" link.

L. Termination.

Microsoft may terminate your rights under a given license if you do not abide by these terms and conditions, in which case you must destroy all copies of the Product and all of its component parts.

M. Transfers of licenses.

You may transfer perpetual licenses ordered under and enrollment (1) to another agency of the U.S. Government if you are an agency of the U.S. Government, or (2) if you are an agency of a state or local government, any government agency, department, instrumentality, division, unit or other office of your state or local government that is supervised by or is part of you, or which supervises you or of which you are a part, or which is under common supervision with you; (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of your state and located within your state's jurisdiction and geographic

boundaries; and (iii) any other entity expressly authorized by the laws of your state to purchase under state contracts; provided that you provide us with prior written and signed notice, on a form that we provide, that includes: (i) applicable government contract and enrollment number; (ii) the quantity of licenses being transferred by product and version; (iii) the name, address and contact information of the transferee; and (iv) any other information that Microsoft may reasonably request.

For all other transfers of licenses, Microsoft's written consent is required. Microsoft will not withhold its consent unreasonably. No license transfer will be valid unless you provide to the transferee and the transferee accepts in writing the applicable license agreement/product use rights (as set forth in II(a) above (For latest versions available as of an enrollment effective date) and II(b) (For versions and products that become available after an enrollment effective date), use restrictions and limitations of liability and the transfer restrictions in this section.

You may not transfer (i) licenses on a short-term basis (either to third parties or by reassignment to different users or devices internally), (ii) temporary rights to use products, (iii) Software Assurance Coverage, (iv) perpetual licenses for any version of any product acquired through Software Assurance separately from the underlying perpetual licenses for which that Software Assurance coverage was ordered; or (v) upgrade licenses for a desktop operating system product separately from the underlying desktop operating system license or form the computer system on which the product is first installed.

Any transfer made in violation of the requirements or restrictions of this section will be void.

N. Restrictions on use.

You may not:

- Separate the components of a product made up of multiple components (in the case of product suites, such as Office) by running them on different computers, by upgrading or downgrading them at different times, or by transferring them separately, except as otherwise provided in the product use rights;
- Rent, lease lend or host products, except where we agree by separate agreement;
- Reverse engineer, de-compile or disassemble products, except to the extent expressly permitted by applicable law despite this limitation.

- If you are an entity of a state or local government, transfer licenses to, or sublicense, products to the U.S. Government.

Products licensed under the government contract are subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to these products, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information on exporting Microsoft products, see <http://www.microsoft.com/exporting/>.

You must make reasonable efforts to make employees, agents and other individuals running a product aware that the product is licensed from Microsoft and may only be run or transferred subject to the terms of this agreement. In addition you have the right to (i) run up to 20 copies of any product in a dedicated training facility on your premises; (ii) run up to 10 copies of any product for a 60-day evaluation period; and (iii) make and retain one copy of any licensed product for back-up or archival purposes for each of your distinct geographic locations.

O. Warranties and Other Obligations of Microsoft.

a. Limited product warranty. We warrant that each version of a product will perform substantially in accordance with our user documentation. This warranty is valid for a period of one year days from the date you first run a copy of the version. To the maximum extent permitted by law, any warranties imposed by law concerning the products are limited to the same one-year period. This warranty does not apply to components of products which you are permitted to redistribute under applicable product use rights, or if failure of the product has resulted from accident, abuse or misapplication. If you notify us within the warranty period that a product does not meet this warranty, then we will, at our option, either (i) return the price paid for the product or (ii) repair or replace the product. To the extent permitted by law, this is your exclusive remedy for any failure of any product to function as described in this paragraph.

b. NO OTHER WARRANTIES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM AND EXCLUDE ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THOSE IDENTIFIED EXPRESSLY IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCTS OR RELATED MATERIALS. WE WILL NOT BE LIABLE FOR ANY SERVICES OR PRODUCTS PROVIDED BY THIRD PARTY VENDORS, DEVELOPERS OR CONSULTANTS IDENTIFIED OR REFERRED TO YOU BY US UNLESS SUCH THIRD-PARTY PRODUCTS OR SERVICES ARE PROVIDED UNDER WRITTEN AGREEMENT BETWEEN YOU AND US, AND THEN ONLY TO THE EXTENT EXPRESSLY PROVIDED IN SUCH AGREEMENT.

P. Defense of infringement and misappropriation claims.

We will defend you against any claims made by an unaffiliated third party that any product or fix infringes its patent, copyright or trademark or misappropriates its trade secret, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance in defending the claim, and we will reimburse you for reasonable out of pocket expenses that you incur in providing that assistance. The terms "misappropriation" and "trade secret" are used as defined in the Uniform Trade Secrets Act.

Our obligations will not apply to the extent that the claim or adverse final judgment is based on (i) your running of the product or fix after we notify you to discontinue running due to such a claim; (ii) your combining the product or fix with a non-Microsoft product, data or business process; (iii) damages attributable to the value of the use of a non-Microsoft product, data or business process; (iv) your altering the product or fix; (v) your distribution of the product or fix to, or its use for the benefit of, any third party; (vi) your use of our trademark(s) without express written consent to do so; or (vii) for any trade secret claim, your acquiring a trade secret (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a person (other than us or our affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret. You will reimburse us for any costs or damages that result from these actions.

If we receive information concerning an infringement claim related to a product or fix, we may, at our expense and without obligation to do so, either (i) procure for you the right to continue to run the allegedly infringing product or fix, or (ii) modify the product or fix or replace it with a functional equivalent, to make it non-infringing, in which

case you will stop running the allegedly infringing product or fix immediately. If, as a result of an infringement claim, your use of a product or fix is enjoined by a court of competent jurisdiction, we will, at our option, either procure the right to continue its use, replace it with a functional equivalent, modify it to make it non-infringing, or refund the amount paid and terminate the license for the infringing product or fix.

If any other type of third party claim is brought against you regarding our intellectual property, you must notify us promptly in writing. We may, at our option, choose to treat these claims as being covered by this section. This Section P provides your exclusive remedy for third party infringement and trade secret misappropriation claims..

Q. Limitation of liability.

a. Limitation. There may be situations in which you or an affiliate has a right to claim damages or payment from us. Except as otherwise specifically provided in this paragraph, whatever the legal basis for your claim, our liability will be limited, to the maximum extent permitted by applicable law, to direct damages up to the amount you or your affiliate has paid for the product giving rise to the claim. In the case of free product or code you or an affiliate is authorized to redistribute to third parties without separate payment to us, our total liability to you will not exceed US\$5000. The limitations contained in this subsection will not apply with respect to the following in connection with the performance of this agreement:

(i) our obligations under Section P, above, to defend third party claims of patent, copyright or trademark infringement or trade secret misappropriation, and to pay damages resulting from any final adjudication (or settlement to which we consent) of such claims; and

(ii) our liability for damages for gross negligence or willful misconduct, to the extent caused by us or our agent and awarded by a court of final adjudication.

b. No liability for certain damages. To the maximum extent permitted by applicable law, neither party nor any of its affiliates or suppliers will be liable for any indirect damages (including, without limitation, consequential, special or incidental damages, damages for loss of profits or revenues, business interruption, or loss of business information) arising in connection with this agreement or any product or service, even if advised of the possibility of

such damages or if such possibility was reasonably foreseeable. This exclusion of liability does not apply to either party's liability to the other for violation of its confidentiality obligation or of the other party's intellectual property rights.

c. Application. Except as specified expressly in this Section Q, the limitations on and exclusions of liability for damages in this License Agreement/Product Use Rights apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.

R. Verifying compliance.

You must keep records relating to the products you run. We have the right to verify compliance, at our expense, during the term of the government contract and for a period of one year thereafter. To do so, we will engage an independent accountant from a nationally recognized public accounting firm, which will be subject to a confidentiality obligation. Verification will take place upon not fewer than 30 days notice, during normal business hours and in a manner that does not interfere unreasonably with your operations. As an alternative, we may require you to accurately complete a self-audit questionnaire relating to the products you and any affiliates use. If verification or self-audit reveals unlicensed use of products, you must promptly order sufficient licenses to permit all product usage disclosed. If material unlicensed use is found (license shortage of 5% or more), you must reimburse us for the costs we have incurred in verification, and acquire the necessary additional licenses as single retail licenses within 30 days. If we undertake such verification and do not find material unlicensed use of products, we will not undertake another verification of the same entity for at least one year. We and our auditors will use the information obtained in compliance verification only to enforce our rights and to determine whether you are in compliance with the terms of this License Agreement/Product Use Rights . By invoking the rights and procedures described above, we do not waive our rights to enforce this License Agreement/Product Use Rights or to protect our intellectual property by any other means permitted by law.

S. Severability.

If a court holds any provision of this License Agreement/Product Use Rights to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the parties will amend the License

Agreement/Product Use Rights to give effect to the stricken clause to the maximum extent possible.

T. Waiver.

No waiver of any breach of this License Agreement/Product Use Rights shall be a waiver of any other breach, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

U. Restricted Rights.

All products provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995, are provided with the commercial license rights as set forth in this Microsoft License Agreement/Product Use Rights. All products provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995, are provided with "Restricted Rights" as provided for in FAR, 48 C.F.R. 52.227-14 (June 1987) or DFAR, 48 C.F.R. 252.227-7013 (Oct 1988), as applicable.

V. Copyright Violation.

If you are an entity of a state or local government, except to the extent you are licensed under the government contract and this License Agreement/Product Use Rights, you shall be responsible for your violation of Microsoft's copyright in the products, including payment of license fees specified in this License Agreement/Product Use Rights for unlicensed use.

W. Downgrade Rights

You may be eligible to run earlier versions of products for which you acquire licenses (see your license agreement). If any such earlier version contains software components that are not included in the version for which you acquire a license, then the product use rights for the earlier version that are specific to those components will apply to your use of them.

X. Reservation of Rights.

Microsoft reserves all rights not expressly granted to you.

Microsoft Applications

» This section covers products listed in the Product List as belonging to the Applications pool, with the exception of:

- *Developer Tools products - See the "Microsoft Developer Tools" section for use rights for Developer Tools products.*
- *This section also covers Microsoft Press and eLearning Training Kits for all product pools.*

I. General License Grant

This grant applies to all applications products except as otherwise noted below.

A. General.

1. Installation and use.

For each license acquired, you may:

- (a) install and use a copy of the Software, any component product of the Software, and any prior version of the Software or any component, on one personal computer or other device; and
- (b) install an additional copy of the Software on a second, portable device for the exclusive use of the primary user of the first copy of the Software.

2. License Grant for Remote Access Technologies.

You may use remote access technologies, such as the Remote Desktop features in Microsoft Windows or NetMeeting, to access and use your licensed copy of the Software, provided that only the primary user of the device hosting the remote desktop session accesses and uses the Software with a remote access device. These remote access rights do not permit you to use the Software on both the device hosting the remote desktop session and the access device at the same time.

3. License Grant for Remote Assistance.

You may permit any device to access and use your licensed copies of the Software for the sole purpose of providing you with technical support and maintenance services.

4. Media Elements.

The Software may include, and identify for your use, certain photographs, clip art, shapes,

animations, sounds, music and video clips (together "Media Elements"). You may copy and modify the Media Elements, and license, display and distribute them, along with your modifications as part of your software products and services, including your web sites, but you are not licensed to do any of the following:

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You may not create obscene or scandalous works, as defined by U.S. federal law at the time the work is created, using the Media Elements.

In addition, (a) you must be completely responsible for any costs or damages that arise from or result from the licensing, use or distribution of Media Elements as modified by you, and (b) include a valid copyright notice on your products and services that include the Media Elements.

5. License Grant for Documentation.

Any documentation that accompanies the Software is licensed for internal, non-commercial reference purposes only.

6. License Grant for Templates.

The Software may include document templates. You may copy and modify the document templates available as part of the Software and distribute such templates along with your modifications for use by other licensees of the Software. You also may copy, modify and distribute the templates available through related Internet-based services along with your modifications for use by other licensees of the Software, but only for personal or commercial correspondence involving person-to-person communication. You are not licensed to do any of the following:

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- You may **not** distribute the templates available via Internet-based services as part of any product or service.
- You may **not** copy or post any templates available through Internet-based services on any network computer or broadcast it in any media.

You must be completely responsible for any costs or damages that arise from or result from the licensing or distribution of the templates as modified by you.

7. License Grant for Samples and Redistributable Code.

The Software may include “samples” of documents, software programs and/or web pages that are listed in a file called “samples.txt.” The Software also may include “redistributable” components in object code form that are listed in a file called “redist.txt.” Except as specified in the Section below, the following terms describe your rights to the samples and redistributable components included in the Software:

Samples. You may modify the “samples” listed in the samples.txt file of the Software and distribute copies of such samples, including your modifications, in object code form, provided you comply with the distribution requirements described below.

Redistributable Code. You may reproduce and distribute copies of the programs and files listed in the REDIST.TXT file of the Software, and the SETUP.EXE, ACCESSRT.MSI, and ACCESSRT.CAB files located in any version of Microsoft® Office Professional Edition 2003 or Microsoft Office Access 2003 for which you have a valid license, and distribute such redistributable components in object code form as part of your value-added products and/or services, provided you comply with the distribution requirements described below. For purposes of this Section, a “value-added product or service” means a software product or service, including a web page, which adds significant and primary functionality to the redistributable component.

Distribution Requirements. You may only distribute the sample and redistributable code if you comply with the requirements above and you (a) do not use Microsoft’s name, logo or trademarks to market or identify any of your products or services, unless you are party to a separate agreement giving you such rights, (b)

must be completely responsible for any costs or damages that arise from or result from the use or distribution of modified samples and from your value-added products and services, (c) include a valid copyright notice on the modified samples and value-added products and services that include redistributable components, (d) do not permit further redistribution of the redistributable components by third parties except as part of your value-added products and services, and (e) otherwise comply with the terms of these product use rights and your volume license agreement.

8. Additional License Grant for Data Access Components.

The Software may include a set of software files associated with the Microsoft Jet database engine (the “Jet files”) and the Microsoft SQL Server Desktop Engine (“MSDE”). These files are included in the list of redistributable components for the Software. For simplicity, these files will be referred to in this Section as the “MS DB Files.” In addition to the rights and restrictions described in the previous section under the headings “Redistributable Code” and “Distribution Requirements,” the following additional restriction applies to you: You cannot distribute the MS DB Files with an application or web page that substantially duplicates the capabilities of Microsoft Access or, in the reasonable opinion of Microsoft, competes with the same product. Furthermore, you cannot reproduce or distribute any of the MS DB Files with a commercial application or web page in conjunction with a general purpose word processing, spreadsheet or database management software product, or an integrated work or product suite whose components include a general purpose word processing, spreadsheet, or database management software product except for the exclusive use of importing data to the various formats supported by Microsoft Access. Note: a product that includes limited word processing, spreadsheet or database components along with other components that provide significant and primary value, such an accounting product with limited spreadsheet capability, is not considered to be a “general purpose” product for purposes of this Section.

B. Description of other rights and limitations

1. Volume License Product Key Validation.

There may be technological measures in the Software that are designed to prevent unlicensed use of the Software. We will use those measures to help ensure you have a valid Volume License Product Key for the Software. Microsoft will not collect any personally identifiable information from your device during this process.

If you are not using a valid Volume License Product Key for the Software, you are not allowed to install the Software or future Software updates.

2. Internet-Based Services.

You may not use any Microsoft Internet-based services associated with the Software in any manner that could damage, disable, overburden, or impair such services or interfere with any other party's use and enjoyment of them. You may not attempt to gain unauthorized access to any service, account, computer systems or networks associated with the Internet-based services.

3. Report-Writing Runtime Software Limitations.

The Software may contain report-writing runtime software ("Runtime Software"). Other than use with the Software, you may not use the Runtime Software with any other software application nor use the Runtime Software as part of any process or system that is used to automatically deliver, share or distribute documents or other work created using the Runtime Software.

4. SharePoint Team Services.

The Software may contain a copy of the SharePoint Team Services. If so, you may install one copy of such software on one Device and allow any number of individuals within your business or enterprise to access and use the SharePoint Team Services from other Devices provided that you acquire and dedicate a license to the Software for the Device upon which the SharePoint Team Services are installed.

5. Office Resource Kit and PowerPoint Viewer.

If the Software contains one or more of these features, the following additional terms apply:

Installation and Use. You may install and use any number of copies of the Software.

Reproduction and Distribution. You may reproduce and distribute any number of copies of the Software provided that each copy is a true and complete copy, including all copyright and trademark notices, and is accompanied by an end user license agreement no less restrictive than the terms and conditions governing your use of the Software.

6. Office Web Component.

It is not necessary for you to separately license copies of the Software that you install and use for the sole purpose of viewing and printing copies of static documents, text and images created with the Software; however, for interactive use or in order to otherwise use the Software as provided in this General License Grant, you must acquire a license for the Software.

II. Exceptions

The following use rights and restrictions supplement or replace the General License Grant for the products identified below.

A. Encarta Deluxe 2003 and Encarta Reference Library 2003

1. Electronic Literature.

With respect to electronic literature documents (collectively "Content") included with the Product you may only utilize the Content for personal noncommercial uses and you may not sell, license or otherwise distribute the Content for value.

2. Digital Rights Management.

Content providers are using the digital rights management technology contained in the Software ("DRM") to protect the integrity of their content ("Secure Content") so that their intellectual property, including copyright, in such content is not misappropriated. Portions of the Software and third party applications such as media players use DRM to play Secure Content ("DRM Software"). If the DRM Software's security has been compromised, owners of Secure Content ("Secure Content Owners") may request that Microsoft revoke the DRM Software's right to copy, display and/or play Secure Content. Revocation does not alter the DRM Software's ability to play unprotected content. A list of revoked DRM Software is sent to your computer whenever you download a license for Secure Content from the Internet. **You therefore agree that Microsoft may, in conjunction with such license, also download revocation lists onto your computer on behalf of Secure Content Owners.** Microsoft will not retrieve any

personally identifiable information, or any other information, from your computer by downloading such revocation lists. Secure Content Owners may also require you to upgrade some of the DRM components in the Software ("DRM Upgrades") before accessing their content. When you attempt to play such content, Microsoft DRM Software will notify you that a DRM Upgrade is required and then ask for your consent before the DRM Upgrade is downloaded. Third party DRM Software may do the same. If you decline the upgrade, you will not be able to access content that requires the DRM Upgrade; however, you will still be able to access unprotected content and Secure Content that does not require the upgrade.

3. Mandatory Operating Systems Software Upgrades. The Product may contain mandatory operating systems software upgrades required for proper operation of the Product. Any such systems software upgrades are licensed to you pursuant to the same terms as provided in your license to the operating system.

B. Encarta Online Deluxe

For each license you acquire, you may access and use the secure web site known as Microsoft Encarta Online Deluxe (the "Product") in accordance with the Product's Terms of Use, as set forth at <http://privacy.msn.com/tou/#encarta>. You will be entitled to any Components and Updates made available under the Encarta Online Deluxe Subscription Program during the subscription term. You agree to restrict access to the Product to computer workstations physically located within your facility. You may not allow remote or dial-in access to the Product. Microsoft retains the right to audit you monthly for unauthorized uses of or access to the Product. In the event of any unauthorized use by an Authorized User, you will take all reasonable steps to cause such Authorized User to cease such activity and to prevent any recurrence thereof. Microsoft reserves the right to immediately terminate the agreement under which the license is obtained or access to the Web Site by you or by Authorized User(s) for violation of any applicable terms and conditions.

» *Encarta Online Deluxe is not a Microsoft Online Service for purposes of the "Microsoft Online Services" section of this document.*

C. FrontPage

1. Restrictions on use of FrontPage Web Components.

The Software may include FrontPage web components, including but not limited to the MSNBC news headline component, the MSN MoneyCentral Stock Quote component, and the MSN Search component (the "Web Components"). If so, you may not edit or modify the Web Components in any manner whatsoever. You may not display any of the logos that appear in the Web Components in any manner that implies sponsorship, endorsement, or license of your web site by the owners of such logos. If the Web Components contain any active links to other sites, you agree to maintain such active links and not redirect or modify them. You may not market, distribute, sublicense, lease or rent the Web Components on a stand-alone basis. You may not use the Web Components in connection with any site that disparages Microsoft, MSN, MSNBC, Expedia or their products or services, infringes any intellectual property or other rights of these parties, violates any applicable law, or promotes racism, hatred, or pornography. You shall not convert the news headlines in the MSNBC component into an audio format for redistribution to audio users. You agree to immediately remove the Web Components from your web site if you do not abide by any of these restrictions after notice. THE RESTRICTIONS CONTAINED IN THIS SECTION APPLY ONLY TO THE WEB COMPONENTS AND NOT TO THE SOFTWARE GENERALLY.

D. MapPoint, Streets & Trips, and AutoRoute

In addition to the General License Grant above, the following rights and restrictions apply. For purposes of this section, the Software includes any content (such as maps, driving directions, points of interest, etc.) available in the Software ("Content").

1. Systems Administrators.

You may allow system administrators within your business or enterprise to access and use the Software for the sole purpose of assisting

you with installing, configuring, and maintaining licensed copies of the Software. You must obtain separate licenses to the Software for systems administrators for any other use.

2. Permitted Use of Maps and Other Content.

For each license acquired, you may: (i) print up to one thousand copies of any given map or mapping Content (except points of interest) generated by use of the Software, provided that such maps are used (a) solely for your own immediate or near immediate use and (b) you do not sell or sublicense such reproduced Content; (ii) post online up to one thousand maps or sets of mapping Content (except points of interest) generated by use of the Software, provided that you do not sell or sublicense such Content; and (iii) print or save up to two-hundred fifty (250) specific points of interest at a time to your cell phone, personal digital assistant ("PDA") or PC application for your internal use only. Your use of such reproduced Content is subject to these terms and conditions and the terms and conditions of your license agreement. You agree to retain, and not delete or alter, any and all legal notices contained within the maps (e.g., copyright notices).

3. Restrictions.

You may not use the Software, including any Content, except as expressly permitted in these product use rights.

Use of the Software for any Fleet Application is limited to fleets of 50 vehicles or less; and Real-time vehicle guidance applications are not allowed, irrespective of fleet size. For Fleet Applications, you must obtain a license for each vehicle, i.e., if you have five (5) vehicles, you must obtain five (5) licenses.

"Fleet Applications" means software, products or systems capable, in Real-time or Near-real time, of any one or more of locating, monitoring, tracking, calculating and/or presenting routes and/or driving directions, including optimized routes and/or driving directions from multiple origins to multiple destinations and/or optimization of routes across multiple vehicles, and/or dispatching, two or more vehicles the positions of which are in any way determined using GPS Technology or any other Positioning Technology.

"Positioning Technology" shall mean GPS Technology or any other technology, devices and/or sensors that allow an application to determine in Real-time or Near-real time the position and/or velocity of a person, vehicle, device or other object.

"Real-time" solutions are those applications in which there is no measurable delay between the time at which a GPS location is acquired and the time this location is made available to the application. "Near real-time" takes into account network latency, transmission time and any other systems delays.

You also may not use this information with Software with or in communication with any mobile or wireless-connected electronic or computer devices (except to the extent expressly permitted herein), including, without limitation, cellular phones, palmtop and handheld computers, pagers, and personal digital assistants or PDAs.

E. Money 2004

Description of Other Rights and Limitations.

The terms and conditions of the Microsoft Money 2004 Online Services Policy are incorporated by reference.

Expiration of Microsoft Money 2004 Online Services.

In accordance with the Online Services Policy, you will not be able to use the Online Services of the Software (such as the ability to automatically and online: 1) track and update your accounts and investment values inside the Software, 2) synchronize financial data with MSN® Money, 3) pay bills, and 4) communicate with your financial institutions) after expiration of the following time periods:

- Microsoft Money 2004 Deluxe/Microsoft Money 2004 Premium/Microsoft Money 2004 Small Business: The earlier of three years after you acquire your license or September 1, 2007.

- Microsoft Money 2004 Standard: The earlier of two years after you acquire your license or September 1, 2006.

» *Certain features of the Software may contain additional terms, conditions and notices that govern access and use of those features.*

Mandatory Operating Systems Software Upgrades.

The Software may contain mandatory operating systems software upgrades required for proper operation of the

Software. Any such systems software upgrades are licensed to you pursuant to the same terms as provided in your license to the operating system.

» *Microsoft Money Online Services is not a Microsoft Online Service for purposes of the "Microsoft Online Services" section of this document.*

F. Multilingual User Interface (MUI) (formerly, Multi-Language) Pack

Use of Multilingual User Interface Packs (the "Multi-Language Components") is subject to the terms and conditions of the product use rights (the "Product EULA") for the applications product you have licensed (the "Product") and these terms and conditions. To the extent that these terms conflict with terms in the Product EULA, these terms control solely with respect to the Multi-Language Components. The Multi-Language Components add either English or multi-language functionality to your copy of the Product. The Multi-Language Components are a part of the Product and are intended for use by you solely in conjunction with the Product.

G. Office Professional for Mac

Subject to the following condition, for each license acquired, you may use the Office component of the Software as provided in the general license grant for applications products and the Virtual PC for Mac components as provided in the section for Virtual PC for Mac below. You must use all of the components on a single Device.

H. Press Step by Step Courseware

For each license you acquire, you must designate one individual in your organization who will have a personal, nonexclusive license to make and use copies of the Software. For purposes of these rights and restrictions, the Software will include the product in printed form.

I. Windows Media Producer 1.0

1. Use of Templates.

For purposes of this section, the term "Components" means Microsoft Windows Media Producer Templates. In addition to the General License Grant above, Microsoft grants you a license to use the Components, or any

portion thereof, subject to the General License Grant and these terms and conditions. To the extent that these terms conflict with terms of the General License Grant, these terms control solely with respect to the Components.

2. Derivative Works; Redistribution Rights.

Microsoft grants you the non-exclusive, royalty-free rights to use, modify and create derivative works of the Components (but not Windows Media Producer 1.0) for the purpose of designing, developing and marketing a product or service by you ("Application"). You may reproduce, sublicense and distribute the Components (and any modifications thereto made by you) provided that you agree: (a) not to use Microsoft's name, logo, or trademark to market any software product or services developed by you; (b) to be completely responsible for any costs or damages that arise or result from the use or distribution of the Components or Applications; and (c) to permit further redistribution of the Components by your end-user customers only under the same restrictions imposed on you.

J. Visio 2002 (Standard and Professional Editions and Visio Enterprise Network Tools)

1. Systems Administrators.

You may allow system administrators within your business or enterprise to access and use the Software for the sole purpose of assisting you with installing, configuring, and maintaining licensed copies of the Software. You must obtain separate licenses to the Software for systems administrators for any other use.

2. Additional Microsoft Visio Network Equipment Shapes.

Microsoft Visio Enterprise Network Tools may enable you to obtain certain additional Microsoft Visio shapes from Microsoft, such as from a Microsoft web site. Microsoft Visio Network Equipment shapes that you obtain by use of Microsoft Visio Enterprise Network Tool will be considered part of the Software and governed by your license agreement unless they are accompanied by a separate license agreement in which case such separate license agreement will govern your use of the Microsoft Visio Network Equipment shapes.

3. Visio Enterprise Network Tools.

For every license of Microsoft Visio Enterprise Network Tools you acquire, you must have an

equivalent number of licenses for Microsoft Visio 2002 Professional Edition.

K. Virtual PC

Installation and use. For each license acquired, you may install, use, access, display and run one copy of the Software on a single computer, such as a workstation, terminal or other device (“Workstation Computer”). The Software may not be used by more than two (2) processors at any one time on any single Workstation Computer.

L. Virtual PC for Mac.

1. Installation and use.

For each license acquired, you may install, use, access, display and run one copy of the Software on a single computer, such as a workstation, terminal or other digital electronic or analog device (“Computer”).

2. Description of Other Rights and Limitations.

a. VPC Additions Software.

The Software may include software currently described as *VPC Additions*. You may not use the VPC Additions Software on any Computer other than the Computer on which you install and which is compatible with and capable of directly executing, the Software.

b. Internet-Based Services Components.

The Software contains components that enable and facilitate the use of certain Internet-based services. You acknowledge and agree that Microsoft may automatically check the version of the Software and/or its components that you are utilizing and may provide upgrades or fixes to the Software that will be automatically downloaded to your Computer.

c. Internet Update Features.

If you choose to utilize any Internet update features within the Software, it is necessary to use certain computer system, hardware, and software information to implement the features. By using these features, you explicitly authorize Microsoft or its designated agent to access and utilize the necessary information for Internet updating purposes. Microsoft may use this information solely to improve our software or to provide customized services or technologies to you. Microsoft may disclose this information to others, but not in a form that personally identifies you.

» For other Microsoft and non-Microsoft products you wish to run with Virtual PC, you should consult the license agreement accompanying the applicable software or contact the applicable licensor to ensure that you have complied with the terms and conditions of any additional end-user license agreement before using the product with the Software.

M. Work at Home (“WAH”)

» Work at Home copies are licensed separately from the corresponding copies run on your “At Work Computers”.

Your use of the Software is subject to these terms and the applicable use rights and restrictions above. For each license acquired you must designate a WAH user. That user must be the primary user of a separate device on which you run a separately licensed copy of the Software. If you upgrade the licensed Software on that separate device, you may upgrade the Software under the Work at Home license. A Work at Home license, and the designated user’s right to use the Software under that license, terminates when the user leaves your organization. You must take reasonable steps to ensure that the Software is deleted.

N. Works

You may use, copy, modify and distribute the Media Elements (as described in the General License Grant section above and subject to the same terms), provided, however, that all such use is solely for personal, noncommercial purposes. You may not sell, license or otherwise distribute the Media Elements for value.

The Media Elements have not been cleared or approved for use as trademarks or logos in conjunction with any companies’ products or services. Any use as a trademark or logo would constitute a commercial use and is prohibited.

Microsoft Systems

» This section covers products listed in the Product List as belonging to the Systems pool.

- See the “Microsoft Applications” section of this document for use rights for Microsoft Press products and eLearning Training Kits.

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This grant applies to all systems products except as otherwise noted below.

A. Installation and Use.

For each license acquired, you may install, use, access, display and run on the single computer, such as a workstation, terminal or other device (“Workstation Computer”) on which such copies are first installed up to two copies of the Software (or any prior version).

The copies may be two different versions (e.g., Windows XP Professional and Windows 2000 Professional). The Software may not be used by more than two processors at any one time on any single Workstation Computer.

» For purposes of the above license grant, “prior version” includes editions and versions of the Software identified in the Product List in connection with extended downgrade rights. The right to run up to two copies of the Software (or any prior version), as provided above, applies to licenses you acquire on or after October 1, 2003, Windows XP Professional and Windows 2000 Professional licenses you previously acquired under your volume license agreement, and any other license you have enrolled in Windows Professional Software Assurance (or equivalent upgrade protection coverage) under your volume license agreement.

B. Volume License Product Key Validation

There are technological measures in the Software that are designed to prevent unlicensed use of the Software. We will use those measures to help ensure you have a valid Volume License Product Key for the Software. If you are not using a valid Volume

License Product Key for the Software, you are not allowed to install the Software or future Software updates. Microsoft will not collect any personally identifiable information from your Workstation Computer during this process.

C. Device Connections.

You may permit a maximum of ten (10) computers or other electronic devices (each a “Device”) to connect to the Workstation Computer to utilize one or more of the following services of the Software: File and Print services, Internet Information Services, and remote access (including connection sharing and telephony services). The ten connection maximum includes any indirect connections made through “multiplexing” or other software or hardware which pools or aggregates connections. This ten connection maximum does not apply to other uses of the Software.

D. MultiLanguage Versions.

Use of MultiLanguage Versions (e.g. Windows XP Multilingual User Interface Pack) (“OS Components”) is subject to the terms and conditions of the agreement (“EULA”) under which you have licensed Windows 2000 Professional, Windows XP Professional or Windows XP 64-Bit Edition (each individually, “OS Product”) and these terms and conditions. If you do not have a valid EULA for the OS Product, you are not authorized to install, copy or otherwise use the OS Components. Capitalized terms used and not otherwise defined here have the meanings assigned to them in the applicable OS Product EULA. To the extent that these terms conflict with terms in the applicable OS Product EULA, these terms control solely with respect to the OS Components. General. The OS Components are provided to you by Microsoft to update, supplement, or replace existing functionality of the OS Product.

II. Exceptions

The following use rights and restrictions supplement or replace the General License Grant for the products identified below.

A. Windows XP Professional

1. Remote Desktop/Remote Assistance/NetMeeting.

The Software contains Remote Desktop, Remote Assistance, and NetMeeting technologies that enable the Software or applications installed on the Workstation Computer (sometimes referred to as a host device) to be accessed remotely from other Devices. You may use the Software's Remote Desktop feature (or other software which provides similar functionality for a similar purpose) to permit any Device to use, access, display or run the Software without acquiring a license for the Software on that Device, provided only one user uses, accesses, displays, or runs the Software at any one time. When you are using Remote Assistance or NetMeeting (or other software which provides similar functionality for a similar purpose) you may share your session with other users without acquiring additional licenses for the Software. For Microsoft and non-Microsoft applications, you should consult the license agreement accompanying the applicable product or contact the applicable licensor to determine whether use of the product with Remote Desktop, Remote Assistance, or NetMeeting is permitted without an additional license. As used above, a session means the experience delivered by the Software similar to when a user is using the input, output and display peripherals attached to the Workstation Computer.

2. Description of other rights and limitations.

a. Digital Rights Management.

Content providers are using the digital rights management technology contained in the Software ("DRM") to protect the integrity of their content ("Secure Content") so that their intellectual property, including copyright, in such content is not misappropriated. Portions of the Software and third party applications such as media players use DRM to play Secure Content ("DRM Software"). If the DRM Software's security has been compromised, owners of Secure Content ("Secure Content Owners") may request that Microsoft revoke the DRM Software's right to copy, display and/or play Secure Content. Revocation does

not alter the DRM Software's ability to play unprotected content. A list of revoked DRM Software is sent to your computer whenever you download a license for Secure Content from the Internet. You therefore agree that Microsoft may, in conjunction with such license, also download revocation lists onto your computer on behalf of Secure Content Owners. Microsoft will not retrieve any personally identifiable information, or any other information, from your computer by downloading such revocation lists. Secure Content Owners may also require you to upgrade some of the DRM components in the Software ("DRM Upgrades") before accessing their content. When you attempt to play such content, Microsoft DRM Software will notify you that a DRM Upgrade is required and then ask for your consent before the DRM Upgrade is downloaded. Third party DRM Software may do the same. If you decline the upgrade, you will not be able to access content that requires the DRM Upgrade; however, you will still be able to access unprotected content and Secure Content that does not require the upgrade.

b. Windows Media Format Software Development Kit ("WMFSDK").

The right to use the WMFSDK components contained in the Software to develop a software application that uses Windows Media technology is available separately. If you wish to use the WMFSDK to develop such an application, visit <http://msdn.microsoft.com/workshop/imedia/windowsmedia/sdk/wmsdk.asp>, accept a separate license for the WMFSDK, download the appropriate WMFSDK, and install it on your system.

c. Internet Gaming/Update Features.

If you choose to utilize the Internet gaming or update features within the Software, it is necessary to use certain computer system, hardware, and software information to implement the features. By using these features, you explicitly authorize Microsoft or its designated agent to access and utilize the necessary information for Internet gaming and/or updating purposes. Microsoft may use this information solely to improve our software or to provide customized services or technologies to you. Microsoft may disclose this information to others, but not in a form that personally identifies you.

d. Internet-based Services Components.

The Software contains components that enable and facilitate the use of certain Internet-based services. You acknowledge and agree that Microsoft may automatically check the version of the Software and/or its components that you are utilizing and may provide upgrades or fixes to the Software that will be automatically downloaded to your Workstation Computer

3. Additional Software/Services.

These rights and restrictions apply to updates, supplements, add-on components, or Internet-based services components, of the Software that Microsoft may provide to you or make available to you after the date you obtain your initial copy of the Software, unless we provide other terms along with the update, supplement, add-on component, or Internet-based services component. Microsoft reserves the right to discontinue any Internet-based services provided to you or made available to you through the use of the Software.

B. Windows XP Embedded

The following terms replace the General License Grant. All capitalized terms not expressly defined in these product use rights have the meanings ascribed to them in your license agreement.

a. Terminal services protocols.

If an Embedded System includes terminal services protocols (such as Remote Desktop Protocol or Independent Computer Architecture) to enable the Embedded System to connect to and access applications running on a server, you must ensure that no Office Automation and Personal Computing Functions run locally on the Embedded System, except for network/Internet browsing functionality.

b. Maximum number of devices connected to Embedded System.

Provided that the Embedded System continues to qualify as an Embedded System under the terms set forth in your applicable license agreement, and without limiting the number of computers or other electronic devices that might connect to the Embedded System to access or utilize Licensee Software or other XPe services on the Embedded System, a maximum of ten (10) computers or other electronic devices may connect to the Embedded System to access and use XPe file and print services, internet information services, or remote access (including connection sharing). The ten-connection maximum

includes any indirect connections made through “multiplexing”, or other software or hardware which pools or aggregates connections.

c. Product keys.

The “Product Key” means a series of characters which serves to identify XPe and which you obtain from us. Prior to generating an Image, the XPe software will prompt you to specify the Product Key applicable to that Image. You shall ensure that the Product Key is placed in the registry of the Image in accordance with the documentation that we provide and is copied, unaltered and intact, into the Image of the applicable Embedded System.

d. User interfaces.

You may either (a) elect to use the XPe end user interface (“Licensed Product UI”) in its entirety with no modifications except those that are expressly permitted in the Toolkit documentation, or (b) elect to create your own user interface without including any portion of the Licensed Product UI as set forth in the Toolkit documentation.

e. “Prerelease” files.

You may not distribute in any manner, or include in the Image, any file contained in the “Prerelease” folder located in the file directory under \VALUEADD\MSFT. You should refer to the Toolkit documentation for instructions on limited use of the files.

f. Deployment via SDI2HD.

You may distribute the System Deployment Image to Hard Drive utility tool (“SDI2HD”) included in the Toolkit together with an Image (i.e., Recovery Image, Update Image or the initial Image) to enable deployment of the Image. You shall advise your employees that the SDI2HD may be used only to deploy Images to the Embedded Systems.

g. Microsoft Windows Server products.

If you use the Embedded System to access or utilize the services or functionality of Microsoft Windows Server products (such as Microsoft Windows NT Server 4.0 (all editions) or Microsoft Windows 2000 Server (all editions)), or use the Embedded System to permit workstation or computing devices to access or utilize the services or functionality of Microsoft Windows Server products, you may be required to obtain a Client Access License for the Embedded System and/or each such workstation or computing device. Please refer to the end user license agreement for your Microsoft Windows Server product for additional information.

h. Security updates for users of secure content.

Content providers are using the digital rights management technology ("Microsoft DRM") contained in XPe to protect the integrity of their content ("Secure Content") so that their intellectual property, including copyright, in such content is not misappropriated. Owners of such Secure Content ("Secure Content Owners") may, from time to time, request us or our affiliates to provide security related updates to the Microsoft DRM components of XPe ("Security Updates") that may affect your ability to copy, display and/or play Secure Content through Microsoft software or third party applications that utilize Microsoft DRM. You therefore agree that, if you elect to download a license from the Internet which enables your use of Secure Content, we or our affiliates may, in conjunction with such license, also download onto your Embedded System such Security Updates that a Secure Content Owner has requested that we or our affiliates distribute. We will not retrieve any personally identifiable information, or any other information, from your Embedded System by downloading such Security Updates.

i. Use of NetMeeting/Remote or Assistance/Remote features.

XPe may contain NetMeeting, Remote Assistance, and Remote Desktop technologies that enable it or other applications installed on the Embedded System to be used remotely between two or more computing devices, even if the SOFTWARE or application is installed on only one Embedded System. You may use NetMeeting, Remote Assistance, and Remote Desktop with all Microsoft products; provided however, use of these technologies with certain Microsoft products may require an additional license. For both Microsoft products and non-Microsoft products, you should consult the license agreement accompanying the applicable product or contact the applicable licensor to determine whether use of NetMeeting, Remote Assistance, or Remote Desktop is permitted without an additional license.

j. Use of internet-based services features.

XPe may contain components that enable and facilitate the use of certain Internet-based services. You acknowledge and agree that we or our affiliates may automatically check the version of XPe and/or its components that you are utilizing and may provide upgrades or supplements to XPe that may be automatically downloaded to your Embedded System.

k. Additional software or related services.

XPe may permit us or our affiliates to provide or make available to you XPe updates, supplements, add-on components, or Internet-based services components of XPe after the date you obtain your initial copy of XPe

("Supplemental Components"). If we or our affiliates make available Supplemental Components, and no other licensing terms are provided, then these terms shall apply, except that the Microsoft affiliate entity providing the Supplemental Component(s) shall be the licensor of the Supplemental Component(s).

We and our affiliates reserve the right to discontinue any Internet-based services provided to you or made available to you through the use of XPe.

l. Windows Media Format Software Development Kit ("WMFSDK").

See the note in section II(A)(2)(b) above.

m. Use of Device Update Agent.

Notwithstanding anything contained in your license agreement, you may use the Device Update Agent to create Update Images containing all or portions of the Supplemental Code in accordance with both the Toolkit documentation and the licensing terms accompanying the Supplemental Code.

n. Open source code software

(i) For purposes of this Section, "Excluded License" means any license that requires, as a condition of use, modification and/or distribution of software subject to the Excluded License, that such software or other software combined and/or distributed with such software be (A) disclosed or distributed in source code form; (B) licensed for the purpose of making derivative works; or (C) redistributable at no charge.

(ii) Your license to XPe specifically excludes any license, right, power or authority to subject XPe or derivative works thereof in whole or in part to any terms of an Excluded License. Without limiting the generality of the preceding sentence, you do not have any license, right, power or authority to (A) create derivative works of XPe in any manner that would cause XPe or derivative works thereof in whole or in part to become subject to any of the terms of an Excluded License; or (B) distribute XPe or derivative works thereof in any manner that would cause XPe or derivative works thereof in whole or in part to become subject to any of the terms of an Excluded License. You shall not take any action inconsistent with this exclusion.

(iii) You shall be completely responsible for any costs or damages arising from or related to your or your affiliates' breach of this Section.

C. Windows Pre-installation Environment

The following terms replace the General License Grant.

1. Installation and Use.

You may install one copy of the Software solely for your internal use on a single server or on a single desktop computer. If you install the software onto a server that has more than one processor, you must obtain a separate license for each processor on that Server.

2. Documentation.

Solely with respect to the electronic documents, you may make an unlimited number of copies (either in hardcopy or electronic form), provided that such copies shall be used only for internal purposes and are not republished or distributed beyond your premises.

3. Description of Other Rights and Limitations.

Not for Use as a General Operating System.
You may not use the Software as a general operating system either on a temporary or permanent basis.

You acknowledge that the Software includes a time bomb so that the Software ceases functioning 24 hours after it is launched, until Software is launched again. You shall not and shall not attempt to disengage, block or otherwise circumvent the time-bomb feature of the Software.

Not for Use as a Thin Client. You may not use the Software as a thin client or as a Remote Desktop client connected to any other system, including without limitation, Microsoft Terminal Services, Microsoft Terminal Server, or any other software.

D. Corporate Error Reporting (CER).

The following terms replace the General License Grant. You may install and use any number of copies of the Software solely for internal use.

Microsoft Servers and Business Solutions

» This section covers products listed in the Product List as belonging to the Server pool, with the exception of:

- *Microsoft Business Network and MSN Messenger Connect* – See the “Microsoft Online Services” section of this document for use rights for these services.
- See the “Microsoft Applications” section of this document for use rights for Microsoft Press products and eLearning Training Kits.
- See the “Microsoft Systems” section of this document for use rights for Windows Pre-Installation Environment.
- See the “Microsoft Developer Tools” section of this document for Developer Tools, Developer editions of certain server products, and for single user license versions of TechNet Plus.

I. Definitions and General Use Rights and Restrictions

A. Definitions.

These are common defined terms for Microsoft servers and business solutions:

“CAL” means client access license.

“Client Software” (sometimes called, “Device Software”) means software that allows a Device to access or utilize (or, where applicable, be managed by) the Server Software (and, where applicable, to utilize certain aspects of the Software when disconnected from the Server).

“Device” means a single personal computer, workstation, terminal, handheld computer, pager, telephone, personal digital assistant, Server or other electronic device.

“Device Software” – see Client Software.

“External User” Except as otherwise provided with respect to any particular product in any of

the following product specific sections, “External User” means any person (not an organization) who is not any of the following:

- (a) your full-time, part-time or temporary employee;
- (b) agency temporary personnel or independent contractor on assignment at your worksite; or
- (c) your customer to whom you provide hosted services with the Server Software.

(As used in the definition of “External User,” the terms “you” and “your” refer to you and any entity that you own, which owns you, or which is under common ownership with you, unless you are a government entity. “Ownership” has the meaning given to it in your license agreement.)

“Internet User” Except as otherwise provided below, “Internet User” means any person connected to the Internet, other than a person (i) employed by you (as an employee, independent contractor, agent, or in any other capacity); or (ii) otherwise providing goods or services to you (for example, one of your suppliers) or on your behalf (for example, one of your distributors or resellers, agents, or a consulting firm hired by you).

“Module”, in the context of Microsoft Business Solutions, is a discrete portion of the functionality of the Server Software; although the Server Software may install all modules, each module is licensed for use separately.

“OMAL” means Outlook Mobile Access license.

“Server Software” means software that provides services or functionality on your Server(s).

“Server” means one of your computers that can run the Server Software.

“User” means an individual person.

B. CAL (and certain other access license) Requirements

1. Single Licensee.

CALs, Operations Manager Base and Application Licenses, OMALs, CRM User Licenses and Student Access Licenses that you acquire may not be used in conjunction with Server Software licensed to anyone other than you. For purposes of any requirement in your license agreement that you acquire licenses under such agreement only for your use and/or benefit, CALs that

you acquire and assign to external Devices or Users to facilitate, for your benefit, access to and use of Server Software licensed by you, are licenses acquired for your use and/or benefit.

2. Version Matching.

Any required CAL, External Connector license, Internet Connector license, OMAL, Operations Manager Base License or Operations Manager Application License, or User License must have the same or later version number than the corresponding version number of the Server Software (or licensed CRM Module) being used. For purposes of version matching, each Core CAL you acquire is deemed to have, with regard to each individual Server Software product to which it permits access, the version number of the latest version of that Server Software product available when that Core CAL is acquired, or any later version of that Server Software product that is made available during the Software Assurance coverage for that Core CAL.

3. Per Seat or Per Server.

For any product licensed under the Server/CAL licensing model, you must use CALs with the Server Software in “Per Seat” mode (sometimes called “per Device or per User” mode) except where the option for “Per Server” mode is available for that product. In “Per Seat” mode, you need a separate CAL for each unique Device (or User, if applicable) that accesses or utilizes the Server Software. If you choose “Per Seat” mode, your choice is permanent. In “Per Server” mode, the maximum number of Devices (or Users, if applicable) which may access or utilize the Server Software at a given point is equal to the number of CALs that you acquire and designate for use exclusively with that Server. “Per Seat” mode CALs may also access Server Software running in the Per Server Mode, provided the additional access is within that Server’s maximum licensed capacity. You may permanently change your deployment of a “Per Server” mode CAL to “Per Seat” mode.

4. Reassignment.

You may reassign any “Per Seat” CAL, OMAL, Operations Manager Base License or Application License, or CRM User License from one Device to another Device, or, if applicable, from one User to another User, provided the reassignment is made either (A) permanently away from the one Device or User or (B) temporarily to accommodate the use of such license by a loaner Device while a permanent Device is out of service, or the use of such license by a temporary worker while a regular employee is absent. You may reassign

a Class Server Student Access License from one of your registered students to another, provided the reassignment is made permanently away from the one registered student.

5. Administration.

Except as otherwise provided below with regard to any particular Server Software product, you may permit up to two Devices (or Users, in the case of any Server Software product that may be accessed under User CALs or User Licenses) to simultaneously access or use the Server Software solely for administration of the Server Software, without acquiring CALs (or User Licenses) for those Devices (or Users).

6. Limited Access by Other Devices.

Some products allow “limited access by other devices.” For these products, each CAL or OMAL you acquire for a Device may also be used by the primary user of that Device (“Primary User”) to enable access or use of the Server Software by any other Device that the Primary User uses less than twenty percent (20%) of the Primary User’s total connection time. The term “total connection time” means the total amount of time the Primary User uses Microsoft Client Software to access or otherwise use the Server Software from a Device.

➤ See the product specific sections below for which products allow “limited access by other devices.”

C. Benchmark Testing.

You may not without Microsoft’s prior written approval disclose to any third party the results of any benchmark test of the following: Application Center, BizTalk, BizTalk Adapter for MQSeries, BizTalk Accelerator for Financial Services, BizTalk Accelerator for HIPAA, BizTalk Accelerator for HL7, BizTalk Accelerator for Suppliers, BizTalk Accelerator for RosettaNet, BizTalk Accelerator for SWIFT, BizTalk Adapter for SAP, Content Management Server, Commerce Server, HIS, Identity Integration Server, ISA, Message Queue Server, Mobile Information Server, Project Server, SQL Server, or Transaction Server, or any related client software, the .NET Framework component of Windows Server 2003 (32-bit version), Exchange Server 2003,

Speech Server, Windows Server 2003 for Small Business Server and Windows Small Business Server 2003, or the SQL Server, BizTalk Server or ISA Server portions of Windows Small Business Server, Premium Edition.

» See the product specific sections below for full names corresponding to product name abbreviations.

D. Software Assurance Product Support Services

The following terms and conditions, together with those of your license agreement, apply to you in connection with any services from Microsoft that are included with the eligible server products you license under your license agreement. However, if you have a separate written agreement with Microsoft that governs our delivery of services to you, then its provisions will control to the extent that they conflict with these terms and conditions.

We can add support for new products or discontinue support for existing products. There may be cases where your implementation of our products cannot be effectively supported. As part of providing the support services, we will notify you if we reach that conclusion. If you do not modify the implementation to make it effectively supportable within 30 days after the notice, we will not be obligated to provide additional support services for that implementation, however we will continue to provide support for your other supportable implementations covered by these terms and conditions. We will make reasonable efforts to assist you with your support requests in a manner consistent with Microsoft Product Support policies.

Microsoft reserves the right to refuse unreasonable requests for support services, and at times may refer you to an additional service level agreement which may require an additional charge.

We may use any technical information we derive from providing services related to our products for problem resolution, troubleshooting, product functionality enhancements and fixes, for our knowledge base. We agree not to identify you or disclose any of your confidential information in any item in the knowledge base. We are not obligated to restrict the future work assignments of people who have had access to your confidential information. In addition, you, we and these people are free to use the information that these people remember related to information technology, including ideas, concepts, know-how or techniques, so long as

confidential information of the other party is not disclosed in the course of such use.

Your right to use any fixes we may provide to you in the course of performing services is governed by the license agreement for the affected product or, if the fix is not provided for a specific product, any other use terms we provide. All fixes provided are licensed to you.

E. Other Licenses.

Your use of software applications installed on the Server, accessed through the Server, or providing application-sharing functionality, may require additional licenses -- please consult the license agreement accompanying such software.

F. Other General Rights and Restrictions.

Except as otherwise provided with regard to any particular product in any of the following product specific sections, you must license each Server and Device on or from which a copy of the Server Software or Client Software is installed, used, accessed, displayed, run, or otherwise utilized, and/or each User that accesses or uses such Server Software or Client Software.

Notwithstanding any other provision in these product use rights, these product use rights do **not** grant any license, under any Microsoft intellectual property, to implement any functionality contained in the Software (including without limitation communication protocols used by the Software) in any software installed on a Device accessing or utilizing the Server Software.

II. Product Specific Use Rights and Restrictions

- A.
 - Application Center 2000
 - BizTalk Accelerator for Financial Services 1.0 Standard Edition
 - BizTalk Accelerator for Financial Services 1.0 Enterprise Edition
 - BizTalk Accelerator for HIPAA 1.0
 - BizTalk Accelerator for HIPAA 2.0 Standard Edition
 - BizTalk Accelerator for HIPAA 2.0 Enterprise Edition
 - BizTalk Accelerator for HIPAA 3.0 Standard Edition

BizTalk Accelerator for HIPAA 3.0
 Enterprise Edition
 BizTalk Accelerator for HL7 1.0 Standard
 Edition
 BizTalk Accelerator for HL7 1.0 Enterprise
 Edition
 BizTalk Accelerator for RosettaNet 1.1
 Standard Edition
 BizTalk Accelerator for RosettaNet 1.1
 Enterprise Edition
 BizTalk Accelerator for RosettaNet 2.0
 Standard Edition
 BizTalk Accelerator for RosettaNet 2.0
 Enterprise Edition
 BizTalk Accelerator for SWIFT 2.0
 Standard Edition
 BizTalk Accelerator for SWIFT 2.0
 Enterprise Edition
 BizTalk Accelerator for Suppliers 1.0
 BizTalk Adapter for MQSeries 1.0
 Enterprise Edition
 BizTalk Adapter for SAP 1.0 Enterprise
 Edition
 BizTalk Adapter for SAP 2.0 Enterprise
 Edition
 BizTalk Server 2002 Standard Edition
 BizTalk Server 2002 Enterprise Edition
 BizTalk Server 2004 Standard Edition
 BizTalk Server 2004 Enterprise Edition
 BizTalk Server 2004 Partner Edition
 Commerce Server 2002 Standard Edition
 Commerce Server 2002 Enterprise Edition
 Content Management Server 2002
 Enterprise Edition
 Content Management Server 2002
 Standard Edition
 E-Business Suite 2004 Enterprise Edition
 Host Integration Server 2000 ("HIS
 (2000)")
 Host Integration Server 2004 ("HIS
 (2004)") Standard Edition
 Host Integration Server 2004 ("HIS
 (2004)") Enterprise Edition
 Identity Integration Server 2003 Enterprise
 Edition
 Internet Security and Acceleration Server
 2000 ("ISA (2000)") Standard Edition
 Internet Security and Acceleration Server
 2000 ("ISA (2000)") Enterprise Edition
 Internet Security and Acceleration Server
 2004 ("ISA (2004)") Standard Edition
 Speech Server 2004 Standard Edition
 Speech Server 2004 Enterprise Edition

1. Products other than those identified in the following section.

a. License Structure. The Software is licensed on an individual processor basis. You need one Software license for each of your Server's processors. As an exception to that rule, if you have made a processor inaccessible to all operating system copies on which the Software is set up to run, you do not need a Software license for that processor. Examples of processors that you have made inaccessible to operating system copies are processors that you have isolated by partitioning or other similar method. You do not need more than one Software license for any processor.

b. License Grant.

You may install and run any number of copies of the Server Software on your Server, provided you have the required number of processor licenses.

» *The exception noted in subsection (a) above applies both to licenses you acquire on or after April 1, 2003 and your existing licenses for the versions of the products identified above.*

2. License Grant for Standard Editions of BizTalk 2002, BizTalk 2004, BizTalk Accelerator for Financial Services, BizTalk Accelerator for RosettaNet, BizTalk Accelerator for HIPAA, BizTalk Accelerator for HL7, BizTalk Accelerator for SWIFT, Content Management Server 2002 and Speech Server 2004, and Partner Edition of BizTalk 2004.

For each license acquired, you may install one copy of the Server Software on a single Server. That copy may be used only as the Server Software is designed to be used, by a single processor of the Server. You need only one processor license to utilize that copy on a single processor.

3. Other Rights and Limitations for Standard Editions of BizTalk 2002, BizTalk 2004, BizTalk Accelerator for Financial Services, BizTalk Accelerator for RosettaNet, BizTalk Accelerator for HIPAA, BizTalk Accelerator for HL7, BizTalk Accelerator for SWIFT, and Content Management Server 2002, and Partner Edition of BizTalk 2004.

With the exception of Content Management Server 2002, the Server Software may not be used in a group beyond one machine, e.g. multiple machines all processing the same application or purpose. In addition, with the exception of BizTalk Server 2004, BizTalk Accelerator for HIPAA 3.0, BizTalk Accelerator for HL7,

BizTalk Accelerator for SWIFT and Content Management Server 2002, for each license you acquire, you may not use the Server Software to connect to more than ten external organizations and more than five internal applications. For the standard edition of BizTalk Server 2004, BizTalk Accelerator for HIPAA 3.0, BizTalk Accelerator for HL7 and BizTalk Accelerator for SWIFT the maximum number of external organization connections is twenty, and the maximum internal application connections is ten. For the Partner Edition of BizTalk Server 2004 both the maximum number of external organization connections and the maximum internal application connections is three. BizTalk Server 2004 Partner Edition may only use a local data base. If you are using Content Management Server 2002 in a group of one or more machines, you may permit no more than fifteen individual persons (“users”) acting in any one or more of the following roles: author, editor, moderator, resource manager, template designer, administrator or channel manager to use or access, directly or indirectly, the Server Software. You may permit any number of users acting as subscribers to use or access the Server Software. Only one copy of the Server Software in a group of one or more machines may serve content and pages to subscribers.

4. Other Rights and Limitations for Speech Server Standard Edition

The Server Software may not generate and use more than twenty-four speech engine instances and twenty-four telephony channels per Server. In addition, each copy of the Server Software may only work with a single instance of the Telephony Interface Manager service software.

5. Speech Server Enterprise Edition Telephony Application Service and Speech Engine Service.

As an exception to the license grant for Speech Server 2004 Enterprise Edition above, you may install only one Telephony Application Service (TAS) or Speech Engine Service service, but not both, on a single Server for use by any processor for which you have acquired a license. Each TAS service can only work with a single instance of the Telephony Interface Manager service software.

6. ISA 2000 Additional Components.

The following listed files: H.323 Gatekeeper, Message Screener, and ISA Server Management, may be installed on a separate

server for use solely in conjunction with the Server Software.

7. BizTalk Adapter for MQSeries 1.0 Additional Components.

The following listed file: MQHelper.dll may be installed on any number of separate servers for use solely in conjunction with the Server Software and you are not required to obtain a processor license for any separate server on which the MQHelper.dll is installed.

8. Client Software.

You may install and use the Client Software on any number of internal Devices so long as it is being used only in conjunction with the Server Software.

9. Device Access.

Any number of Devices (in the case of Content Management Server 2002, Standard Edition, subject to the restriction on the number of users) may use or access the services of any validly licensed Server running the Server Software.

10. BizTalk, Commerce Server, HIS, ISA and Speech Server Use of Redistributable Software (“SDK Software”).

If included, you may install and use copies of the SDK Software on one or more computers located at your premises solely for the purpose of building applications that work in conjunction with the Server Software (“Applications”). You may modify the Sample Code (identified in the “samples” directories) to design, develop, and test your Applications, and may reproduce and use the Sample Code, as modified, on one or more computers located at your premises. You may also reproduce and distribute (i) the Sample Code, along with any modifications you make thereto (for purposes of this section, “modifications” mean enhancements to the functionality of the Sample Code), and (ii) other files, if any, listed and identified in a REDIST.TXT file or otherwise as “redistributable” (collectively, the “Redistributable Code”), provided that you comply with the distribution requirements and license limitations in section I.C.1. of the Developer Tools section of these product use rights. For purposes of the Speech Application Software Development Kits and Speech Controls for Speech Server, Redistributable Code includes Microsoft Enterprise Instrumentation Framework (“MEIF”) and the

Software identified as enterpriseinstrumentation.exe, respectively.

11. BizTalk Server, Commerce Server 2002, HIS 2004 and ISA 2004 Identified Software.

The following terms and conditions apply only to any software contained in BizTalk Server , Commerce Server 2002, HIS 2004 and ISA 2004 that is identified as software that you may modify and/or redistribute (referred to in this paragraph as “Affected Code”): Your license rights to the Affected Code are conditioned upon your (a) not incorporating Identified Software into or combining Identified Software with the Affected Code or a derivative work thereof; (b) not distributing Identified Software in conjunction with the Affected Code or a derivative work thereof; and (c) not using Identified Software in the development of a derivative work of the Affected Code. “Identified Software” means software which is licensed pursuant to terms that directly or indirectly (i) create, or purport to create, obligations for Microsoft with respect to the Affected Code or derivative work thereof or (ii) grant, or purport to grant, to any third party any rights or immunities under Microsoft’s intellectual property or proprietary rights in the Affected Code or derivative work thereof. Identified Software includes, without limitation, any software that requires as a condition of use, modification and/or distribution of such software that other software incorporated into, derived from or distributed with such software be (a) disclosed or distributed in source code form; (b) be licensed for the purpose of making derivative works; or (c) be redistributable at no charge.

12. Use of Host Security Integration Feature.

You may install and use the software identified as “Windows NT Account Synchronization Service” and “Host Account Cache” on any computer running a validly licensed copy of Windows NT Server within your organization.

13. Technology Components.

The Software may include various schemas, templates, adapters and related tools. These components are proprietary to Microsoft and/or its suppliers. You may use them: (i) only for your internal business purposes, and (ii) solely in connection with your use of the Software. You may not distribute these components to

any third party, without Microsoft’s prior written consent.

14. Identity Integration Server.

The README.HTM file identifies portions of the Software as “Samples”. You may use and modify the source code version of the “Samples” to customize the Software for your internal business use.

15. BizTalk 2004 Tool/Services Software.

You may install and use the Administration and Monitoring Tools, Development Tools, and Business Activity Services components of the Software solely for internal use in conjunction with the Server Software.

16. BizTalk 2004 and HIS 2004 Additional Components.

For each processor license acquired for the Server Software, you may install and use one instance of the Master Secret Server component of the Software on a separate server solely for internal use in conjunction with the Server Software. If you are using BizTalk Server 2004, Standard or Partner Edition(s), an instance of a Master Secret Server component may not be (i) clustered or (ii) shared by multiple Servers on which you have installed BizTalk Server 2004, Standard or Partner Edition

17. ISA 2004 Additional Components.

You may install and use the Message Screener and ISA Server Manager components of the Software on a separate Server solely for your internal use in conjunction with the Server Software.

18. Speech Server Additional Components.

Speech Application Software Development Kit (Version 1 and Banking Alerts Version 1).

You may make and use copies of the Software, for the purposes of designing, developing, testing, and demonstrating your software product(s).

Speech Controls. You may make and use a reasonable number of copies of the Software on multiple computers for your internal use.

Documentation. You may make and use an unlimited number of copies of any Software documentation for the Speech Application Software Development Kits and Speech Controls, provided that such copies shall be used only for personal purposes and are not to be republished or distributed (either in hard copy or electronic form) beyond your premises.

Microsoft Enterprise Instrumentation Framework (“MEIF”). You may use and modify of the software code and documentation associated with MEIF in the Speech Application Software Development Kits in source and object code form.

19. BizTalk 2004 Additional Microsoft Software.

The Software may include additional Microsoft software. Except as otherwise permitted below for Microsoft Office InfoPath 2003 (“InfoPath”) you may install and use the additional Microsoft software on the same Server as and solely for internal use and in conjunction with the Server Software and your use of any additional Microsoft software is subject to the terms and conditions of these product use rights for BizTalk 2004 regardless of any end user license agreement that may included with or any separate product use rights that may be applicable to the additional Microsoft software. For each processor license acquired for your Server, you may install and use one copy of InfoPath on a single internal device, and your use of InfoPath is otherwise governed by the product use rights applicable to InfoPath.

20. BizTalk 2004 Third party Software.

These product use rights for BizTalk 2004 do not grant you any rights to use third party software included as part of the Software. Your use of such third party software is subject to your acceptance of the terms and conditions of any license agreement contained in that software.

21. E-Business Suite 2004 Enterprise Edition.

The E-Business Suite Enterprise Edition component products are identified in the Product List. You may run any number of copies of any E-Business Suite Enterprise Edition component product, as set forth above, provided you have acquired the required number of processor licenses. Your use of any such product is subject to the restrictions set forth above for that product. Each E-Business Suite Enterprise Edition license is a single processor license for any one or more component products, as opposed to a set of separate processor licenses for each component product.

» *For example, if you run one component product on one single processor Server and the other component products on a second single processor Server, you need two E-Business Suite Enterprise Edition licenses, one for each processor on each Server.*

B. BackOffice 2000 Server CAL

Unless otherwise noted, defined terms have the same meaning as in the product use rights for your licensed copies of BackOffice 2000 Server or, where applicable, in

the product use rights for your licensed copies of the individual BackOffice 2000 Server components.

1. Types of BackOffice 2000 Server CALs. Two different types of BackOffice 2000 Server CALs are available to you: “Device” and “User.” Each BackOffice 2000 Server Device CAL permits one Device (used by any User) to access or use the Server Software of BackOffice 2000 Server or any component product. Each BackOffice 2000 Server User CAL permits one User (using any Device) to access or use the Server Software of BackOffice 2000 Server, or, where applicable, any component product. You must deploy BackOffice 2000 Server CALs for use with the Server Software on a “per seat” basis. You may use a mix of BackOffice 2000 Server Device CALs and User CALs simultaneously with the Server Software.

» *See “Per Seat or Per Server” in the Definitions and General Use Rights and Restrictions section for Servers.*

2. BackOffice 2000 Server Device CAL and User CAL Use Rights.

For each BackOffice 2000 Server CAL acquired, you may access or otherwise use the services or functionality of licensed Server Software of BackOffice 2000 Server, or any BackOffice 2000 Server component product requiring a CAL, in the manner provided for in these product use rights and the product use rights for your licensed copies of such products.

C. Small Business Server 2000 (“SBS 2000”)

» *SBS is a suite of various server products. Be sure to read the sections for each component.*

1. Server Use Rights.

Use rights and restrictions specific to the individual components are identified in component sections. In the case of inconsistencies between this section and any section specific to an individual component, this section controls only with regard to your use of the component within the SBS suite.

a. Installation and Use—Server Software.

For each license acquired, you may install and use one copy of the Server Software on a single Server, provided that such Server may not be connected to more than fifty (50) Devices. You may not separate the Server

Software components for use on more than one Server. Regardless of the number of licenses you acquire for the Product, only a single instance of the Product may run in a single domain (other than for data migration purposes for the period of time necessary to complete the data migration).

b. Client Software.

Subject to the Component product limitations, you may install and use the Client Software on up to fifty (50) Devices, provided that you have dedicated a CAL to each such Device.

c. SBS 2000 CAL Requirements.

Except as otherwise provided in this Section or in the Component Sections, you must acquire a separate CAL for each unique Device that accesses or utilizes the Server Software. Core CALs, BackOffice Server 2000 CALs and CALs for the individual Server Software components do not authorize you to access and use such individual Server Software components when such components are acquired as part of the SBS 2000 suite; only the SBS 2000 CAL provides you with such access and use rights.

d. Health Monitor 2.1.

Permitted Use. You may use Health Monitor 2.1 to (i) monitor any Server on which a Server Software component of the Product is installed as provided for above and (ii) monitor any Device to which you have dedicated a CAL.
Client Access. No CAL is required for any Device used as the administrative console for Health Monitor 2.1 provided such Device is not itself being monitored by Health Monitor 2.1.

e. Shared Fax Service and Shared Modem Service—Client Access.

You must have a CAL for each unique Device that accesses or uses the Shared Fax Service and/or Shared Modem Service Server Software.

f. Use of Administrator Tools.

You may install and use the integrated SBS Management Console and related tools and snap-ins on any Device within your organization for the sole purpose of administering the Server Software or Client

Software components acquired as part of the Product.

g. Use of Redistributable Components.

You may modify, reproduce or distribute the files listed in the REDIST.TXT file (collectively referred to as “Redistributable Components”) provided that you comply with the Modification and Distribution Terms listed in such REDIST.TXT file.

2. CAL Use Rights.

Unless otherwise noted, defined terms have the same meaning as in the product use rights for your licensed copies of SBS 2000. For each license acquired, you may access or otherwise use the services or functionality of licensed Server Software in the manner provided for in such product use rights. SBS 2000 CALs grant you access to the Server Software only when it is acquired as part of the SBS suite, except that SBS 2000 CALs also authorize you to access and use the services and functionality of a Microsoft Windows 2000 Server that is in the same domain (but is not a domain controller) as the Server Software. SBS 2000 CALs do not grant you any rights of a Terminal Services Client Access License.

D. Microsoft Business Solutions Business Network 1.0

» *This Software does not transmit any personally identifiable information from your Server to Microsoft computer systems without your consent.*

» *Service Subscription Licenses and User Subscription Licenses are required in order for you to use the Microsoft Business Solutions Business Network with other subscribers. These licenses are acquired separately. See the use rights for such products in the section of this document covering Microsoft Online Subscriptions.*

1. Server Use Rights.

a. Installation, Server Software.

For each license acquired, you may install only one copy of Server Software on a single Server, even if multiple copies of Server Software (for example, 32-bit and 64-bit versions) are included in the Software. Separate component parts of the Server Software may not be used on more than one Server. An additional license is required if you install another copy of the Server Software

on the same Server (whether in a separate partition, by using server emulation software, or otherwise) or to install or run a copy of the Server Software on a different Server.

b. Installation, Device Software.

You may install and use the Device Software on any number of Devices.

c. Access.

The Software licensing model consists of a base Server Software license and incremental online subscription licenses, so that the total cost for licensing the Software scales with usage.

i. Service Subscription License

You must acquire a Service Subscription License for each licensed copy of the Server Software you use.

ii. User Subscription License Requirements.

You must acquire separate User Subscription Licenses for each individual person that accesses or uses the Software ("User"), regardless of whether the access or use occurs directly between the User and the Server or Device or occurs indirectly through a software application or service accessing or using the Software at the request of or on behalf of the User (a "Multiplexing Service"). No person or Device may access or use the Software unless such access or use is on your behalf to operate your business.

iii. Additional Internet Services Subscription Requirements.

(a) Single Licensee. Service and User Subscription Licenses, and any other Subscription License that you acquire for current online services or for online services offered in the future, may not be used in conjunction with Software licensed to anyone other than you.

(b) Additional Services. Access to additional functionality may be provided by subscribing for additional services, which may include Internet-based services. You are licensed to use only functionality for which you have acquired corresponding Subscription Licenses.

E. Class Server 2.0 and 3.0

1. Server Use Rights

a. Installation—Server Software.

For each license acquired, you may install one copy of the Server Software on a single Server

for the benefit of the Licensed Students, as defined below.

b. Client Software.

You may install the Client Software on any Device (including Devices not owned or leased by you, and not located on your premises), provided that the primary user of such Device is employed by you and is providing instruction or other educational services to one or more of the Licensed Students, as defined below.

c. Student Access.

You must acquire a separate Student Access License for each of your registered students who accesses the Product. For purposes of these product use rights, "Licensed Students" means your registered students to whom you allocate Student Access Licenses.

d. Remote Access.

You may permit any number of Devices to access the Product via the Internet, provided that the user of any such Device is (i) employed by you and is providing instruction or other educational services to one or more Licensed Students, (ii) a Licensed Student, or (iii) the parent or legal guardian of a Licensed Student.

e. Curriculum Standards Database.

The Product may include access via the Internet to an educational standards and benchmarks curriculum database web site (the "Database Website"). In such case, the Database Website is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained within the Database Website. Your use of the Database Website constitutes your agreement to all such terms, conditions, and notices.

f. Mandatory Operating Systems Software Upgrades.

The Product may contain mandatory operating systems software upgrades required for proper operation of the Product. Any such systems software upgrades are licensed to you pursuant to the same terms as provided in your license to the operating system.

2. Student Access License Use Rights.

Unless otherwise noted, defined terms have the same meaning as in the product use rights for your licensed copies of Class Server. For each Student Access License acquired, you may access Class Server in the manner provided for in such product use rights.

F. Core CAL

1. Core CAL Server Products.

“Core CAL Server Products” means, with respect to any given Core CAL that you acquire, (i) those Server Software products and versions that we designate as such in the Product List in effect at the time of such acquisition, (ii) any other Server Software product and version that we so designate in the Product List from time to time during the term of Software Assurance coverage for such Core CAL, and (iii) any later version of any such product made available during the term of Software Assurance coverage for such Core CAL.

2. CALs.

The licensing model for the Core CAL Server Products consists of a Server Software product license and incremental CALs, so that the total cost to license the Software scales with usage. Different CAL types are available to suit your individual needs.

3. Types of Core CALs.

Two different types of Core CALs are available to you: “Device” and “User.” Each Core Device CAL permits one Device (used by any User) to access or use, or be managed by, the Server Software of the Core CAL Server Products. Each Core User CAL permits one User (using any Device) to access or use, or any Device (used by one User) to be managed by, the Server Software of the Core CAL Server Products. You must deploy Core CALs with the Server Software for the Core CAL Server Products on a “per seat” basis (sometimes referred to as “Per Device or Per User” basis). You may use a mix of Core Device CALs and Core User CALs simultaneously with the Server Software of the Core CAL Server Products.

» See “Per Seat or Per Server” in the *Definitions and General Use Rights and Restrictions* section for Servers.

4. Core Device and User CAL Use Rights.

Unless otherwise noted, defined terms have the same meanings as in the product use rights for your licensed copies of the Core CAL

Server Products. For each Core CAL acquired, you may access or otherwise use the services or functionality of licensed Server Software in the manner provided for in these product use rights and in the product use rights for your licensed copies of the Core CAL Server Products.

G. Microsoft Business Solutions Customer Relationship Management (“CRM”) Versions 1.0 and 1.2

Overview.

The Software licensing model consists of a base license for each Module and incremental User Licenses corresponding to each Module license, allowing the total cost for the Software to scale with higher usage.

1. Server Software Use Rights.

a. Installation-Server Software.

Except as may be otherwise provided in these product use rights for CRM:

(1) You may install only one copy of Server Software on a single Server, even if multiple copies of Server Software (for example, 32-bit and 64-bit versions) are included in the Software. You may not use separate component parts of the Server Software on more than one Server. You must have an additional license if you install another copy of the Server Software on the same Server (whether in a separate partition, by using server emulation software, or otherwise) or to install or run a copy of the Server Software on a different Server; and

(2) The Server Software may consist of several different Modules. Only those Modules for which you have acquired a valid license may be accessed and used by you as described below (see User Licenses).

b. Installation-Client Software.

Notwithstanding any restriction on separation of components contained in your volume license agreement, you may install copies of the Client Software on any number of your Devices. Only Users for whom you have obtained a User License shall have the right to use the Client Software.

Component Data Storage. The Client Software contains components that utilize the data storage technology known as Microsoft SQL Server Desktop Engine (“MSDE”). All copies and instances of MSDE contained in or installed by those Client Software components may be used only by those components, and

you may not access or use any such copy or instance of MSDE for any other purpose. By way of example and not limitation, you may not create or run any application that accesses or utilizes the services or functionality of any copy or instance of MSDE contained in or installed by those Client Software components. In addition, you may not re-enable any MSDE network library files that are disabled at the time you first install the Software or the Client Software.

c. User Licenses.

1. Per User License. You must acquire a separate license for each individual person that accesses or uses a licensed Module (each a "User License"), regardless of whether the access or use occurs directly between the user and the Server or Device or occurs indirectly through a software application or service accessing or using the Server or Device at the request of or on behalf of the user (a "Multiplexing Service"). Except as set forth below, no person or Device may access or use the Software unless such access or use is on your behalf to operate your business. User Licenses are issued to correspond to a specific licensed Module accessing a single logical Microsoft Business Solutions CRM database (an "Installation"), and may not be used with, or shared among, different Installations.

2. Standard and Professional User Licenses. Access and use of each licensed Module is restricted to users for whom you have acquired either a standard User License ("Standard License") or a professional User License ("Professional License") for that licensed Module (each a "User"). Certain functionality of each licensed Module is restricted for access and use only by a User accessing under a Professional License. You may not have a mix of Standard Licenses and Professional Licenses associated with the same licensed Module; all Users of an individual licensed Module must be either accessing the licensed Module under a Standard License or all Users must be accessing the licensed Module under a Professional License. Your access and use of specific functionality of each licensed Module will be determined by the type of license you have. You shall not use any Module or functionality for which you do not have a license.

d. Additional Prohibitions.

You may not (i) use any application programming interface to extend or modify the Crystal Decisions component of the CRM Software (the "Crystal Component") or to modify an existing user interface of the Crystal Component or create a new user interface for the Crystal Component for accessing information or reports generated by the Crystal Component; (ii) use any third

party add-ons which access the application programming interface of the Crystal Component; (iii) use the Crystal Component to access application data other than data generated through the CRM Software; (iv) provide access to the Crystal Component to users who are not licensed to use the CRM Software; (v) use the Crystal Component or any component thereof, including the Crystal driver provided with the CRM Software, with any other Crystal Decisions software or with any other applications, unless otherwise authorized by Crystal Decisions; provided, however, that you may use Crystal Reports to create or modify reports utilized by the Crystal Component; (vi) utilize any unauthorized key code or password to unlock any feature of the CRM Software or any component thereof; and (vii) use the CRM Software or any part thereof to offer training in use of the CRM Software or any part thereof to anyone that is not a User.

e. CRM Exchange E-mail Router

Notwithstanding any restriction on separation of components contained in your volume license agreement, you may install one copy of CRM Exchange E-mail Router Server Software on a single Server regardless of whether any other component of the CRM Software is installed on such Server. Only Users for whom you have acquired a User License may use and access the Server Software.

f. Microsoft Business Solutions CRM Integration

i. Notwithstanding any restriction on separation of components contained in your volume license agreement, you may install one copy of the CRM Integration Server Software on a single Server, regardless of whether any other component of the CRM Software is installed on such Server.

ii. BizTalk Partner Edition. Such Server Software may contain BizTalk Partner Edition. If so, your use of the BizTalk Partner Edition Software is subject to the product use rights for BizTalk Server 2002 Standard Edition, as set forth above in this Server and Business Solutions section; provided, however that you may not use the Software to connect to more than two external organizations nor to integrate more than one internal application with the Software.

iii. Only Users for whom you have acquired a User License may use and access the CRM Integration Server Software. In addition to use and access by any User, this Server Software may be used by one application to make one additional connection to access the CRM Software for the purpose of integration only; provided that any user accessing the CRM Software through this additional connection that does not have a User license must be

doing so for the sole purpose of replicating data to and from the CRM Software. Any authorized back-up, archival or test installations of the Server Software shall not entitle you to any additional connections to the CRM Software without obtaining additional User Licenses.

2. User Licenses.

Unless otherwise noted, defined terms have the same meaning as in the product use rights for your licensed copies of Microsoft Business Solutions CRM. For each User License acquired, you may access or otherwise use the services or functionality of the Server Software in the manner provided for in these product use rights and the product use rights for your licensed copies of Microsoft Business Solutions CRM.

H. Exchange Server 2003, Standard Edition, Exchange Server 2003, Enterprise Edition and Exchange Intelligent Message Filter

» *This Software does not transmit any personally identifiable information from your Server to Microsoft computer systems without your consent.*

1. Server Use Rights

a. Installation, Server Software.

For each license acquired, you may install a copy of the Server Software on a single Server. An additional license is required if you install another copy of the Server Software on the same Server.

b. Installation, Client Software.

You may install and use the Client Software on any device solely to access or use the Server Software.

c. Microsoft Office Outlook Standard 2003.

A copy of Microsoft Office Outlook Standard 2003 is included with the Exchange Server 2003, Standard and Enterprise Editions, Software as additional Client Software. You may install one copy of Microsoft Office Outlook Standard 2003 or any prior version on a single device for which you have acquired a Device CAL (as defined in Section d). You may install one copy of Microsoft Office Outlook Standard 2003 or any prior version on a single device used by any user for whom you have acquired a User CAL (as defined in Section d). Your use of the included copy of Microsoft Office Outlook Standard 2003 is subject to the terms and conditions of these product use rights regardless of any end user license agreement that may be incorporated into or accompany Microsoft Office Outlook Standard 2003.

Inclusion of a copy of Microsoft Office Outlook Standard 2003 with the Software entitles you to use only the specific version included; it does not entitle you to successor versions of Microsoft Office Outlook Standard 2003.

d. CALs

1. Client Access License ("CAL") Requirements.

In addition to the license for the Server Software, you must acquire an Exchange Server 2003 CAL or Core CAL for each individual person ("User") or device that accesses or uses the Server Software. Access or use of the Server Software means access, whether directly or through a "multiplexing service" which is defined as a software application or service accessing or using the Server Software at the request of or on behalf of a User or device.

2. Types of CALs.

A Device CAL permits one device (used by any User) to access or use the Server Software. A User CAL permits one User (using any device) to access or use the Server Software. You may use a mix of Device CALs and User CALs simultaneously with the Server Software.

e. CAL downgrades.

You may use Device CALs and User CALs with an earlier version of the Software in accordance with the terms of these product use rights.

2. Exchange Server 2003 External Connector

a. Introduction. As used in this section, the "Software" refers to Microsoft Exchange Server 2003, Standard Edition; or Microsoft Exchange Server 2003, Enterprise Edition. Your use of the Software is governed by these product use rights and the product use rights for Microsoft Software provided with the Software ("EULA"). Capitalized terms used in this section have the same meaning as in the EULA except as otherwise provided in this section. Except as expressly set forth here, all terms and conditions of the EULA shall apply.

b. Access to the Server Software. For each External Connector License you acquire, you may permit any number of External Users to access or use a single copy of the Server Software for which the External Connector License is obtained, without the need to acquire an Exchange CAL for each External User.

c. Downgrades. Instead of using the External Connector License with the Server Software, you may use the External Connector License with an earlier version of the Server Software on a single Server.

3. Exchange Server 2003 CAL Use Rights.

Unless otherwise noted, defined terms have the same meaning as in the product use rights for your licensed copies of Exchange Server 2003, Standard Edition and Exchange Server 2003, Enterprise Edition. For each Exchange Server 2003 CAL acquired, you may access or otherwise use the services or functionality of the Server Software in the manner provided for in the product use rights for your licensed copies of Exchange Server 2003, Standard Edition or Exchange Server 2003, Enterprise Edition.

I. Exchange 2000 Server

1. Exchange 2000 Server Use Rights.

a. Installation—Server Software.

For each license acquired, you may install one copy of the Server Software on a single Server. You may not separate component parts of the Server Software for use on more than one Server.

b. Client Software.

You may install the Client Software on any Device for which you have acquired either an Exchange 2000 CAL, or any Core or BackOffice 2000 Server CAL (other than a User CAL). You may install one copy of the Client Software on a single device used by any User for whom you have acquired a Core or BackOffice 2000 Server User CAL. Exchange Server 5.5 Software may accompany the Server Software. In the event it does, you may install one copy of the Exchange Server 5.5 Software on the same server on which you install the Server Software solely for the purpose of enabling the functioning of the Server Software.

c. Exchange 2000 Server CAL Requirements.

You must acquire a separate Exchange 2000 CAL for each Device, or a separate Core CAL or BackOffice 2000 Server CAL for each Device or User, which accesses the services or functionality of the Server Software, whether you use the Client Software or any other software to do so, unless otherwise noted below:

- **Anonymous Access.** You do not need a CAL for anonymous access to the Server Software. Anonymous access occurs when an Unauthenticated

Device accesses information held in the Server without having a mailbox or custom recipient object which identifies the Device. “Unauthenticated Device” means a Device that (i) does not directly or indirectly utilize Windows 2000 Server Integrated Sign-On Service and (ii) does not receive credentials from Windows 2000 Directory Services.

- **Limited Access by Other Devices.** Limited access for other devices is permitted as described in the first servers section above.

d. Mode of Deployment.

You must use CALs with the Server Software in “per seat” mode.

» See “Per Seat or Per Server” in the Definitions and General Use Rights and Restrictions section for Servers.

e. Upgrades from BackOffice Server or SBS.

When you install the Server Software, the Server Software replaces the server software component of Microsoft BackOffice Server or Microsoft SBS being upgraded, and you may use the Server Software in accordance with these terms. The remaining components of BackOffice Server or SBS may only be used in accordance with the terms of the end-user license agreement that accompanied the original product suite.

2. CAL Use Rights.

Unless otherwise noted, defined terms have the same meaning as in the product use rights for your licensed copies of Exchange 2000 and Exchange 2000 Conferencing Server. For each Exchange 2000 CAL acquired, you may access or otherwise use the services or functionality of the Server Software in the manner provided for in these product use rights and the product use rights for your licensed copies of Exchange 2000 and Exchange 2000 Conferencing Server.

J. Office SharePoint Portal Server 2003

» This Software does not transmit any personally identifiable information from your Server to Microsoft computer systems without your consent.

1. Server Use Rights.

a. Installation, Server Software. For each license acquired, you may install only one copy of Server Software on a single Server, even if multiple copies of Server Software (for example, 32-bit and 64-bit versions) are included in the Software. Separate component parts of the Server Software may not be used on more than one Server. An additional license is required if you install another copy of the Server Software on the same Server (whether in a separate partition, by using server emulation software, or otherwise) or to install or run a copy of the Server Software on a different Server (for example, a Server employed for backup or fail-over support).

b. Installation, Device Software. You may install and use the Device Software on any Device solely to access or use the Server Software.

c. CAL Requirements. The Software licensing model consists of the Server Software license and incremental CALs, so that the total cost for licensing the Software scales with usage. In addition to the license for the Server Software, you must acquire a CAL for each individual person (“User”) or Device that accesses or uses the Server Software, whether directly or through a Multiplexing Service (defined below). A Device CAL permits one Device (used by any User) to access or use the Server Software. A User CAL permits one User (using any Device) to access or use the Server Software. You may use a mix of Device CALs and User CALs simultaneously with the Server Software. A “Multiplexing Service” is a software product or service accessing or using the Server Software at the request of or on behalf of a User or Device.

d. Component Data Storage. The Software contains components that use the data storage technology known as Microsoft SQL Server Desktop Engine (“MSDE”). All copies and instances of MSDE contained in or installed by those Software components may be used only by those Software components. Any such copy or instance of MSDE may not be accessed or used for any other purpose. For example, applications may not be created or run on the Software if they access or use the services or functionality of any copy or instance of MSDE contained in or installed by those Software components. In addition, any MSDE network library files that are disabled at the time you first install the Software may not be re-enabled.

2. Office SharePoint Portal Server 2003 External Connector

a. Introduction. As used in this section, the “Software” refers to Office SharePoint Portal Server 2003. Your use

of the Software is governed by these product use rights and the product use rights for Microsoft Software provided with the Software (“EULA”). Capitalized terms used in this section have the same meaning as in the EULA except as otherwise provided in this section. Except as expressly set forth here, all terms and conditions of the EULA shall apply.

b. Access to the Server Software. For each External Connector License you acquire, you may permit any number of External Users to access or use a single copy of the Server Software for which the External Connector License is obtained, without the need to acquire a CAL for each External User.

c. Downgrades. Instead of using the External Connector License with the Server Software, you may use the External Connector License with an earlier version of the Server Software on a single Server.

3. Office SharePoint Portal Server 2003 CAL Use Rights.

Unless otherwise noted, defined terms have the same meaning as in the product use rights for your licensed copies of Office SharePoint Portal Server 2003. For each CAL acquired, you may access or otherwise use the services or functionality of the Server Software in the manner provided for in the product use rights for your licensed copies of Office SharePoint Portal Server 2003.

K. Office Project Server 2003

» *This Software does not transmit any personally identifiable information from your Server to Microsoft computer systems without your consent.*

1. Server Use Rights.

a. Installation, Server Software.

For each license acquired, you may install only one copy of Server Software on a single Server, even if multiple copies of Server Software (for example, 32-bit and 64-bit versions) are included in the Software. Separate component parts of the Server Software may not be used on more than one Server. An additional license is required if you install another copy of the Server Software on the same Server (whether in a separate partition, by using server emulation software, or otherwise) or to install or run a copy of the Server Software on a different Server (for example, a Server employed for backup or fail-over support).

b. Installation, Device Software.

You may install and use the Device Software on any Device solely to access or use the Server Software.

c. CAL Requirements.

The Software licensing model consists of the Server Software license and incremental CALs, so that the total cost for licensing the Software scales with usage. In addition to the license for the Server Software, you must acquire a CAL for each individual person (“User”) or device that accesses or uses the Server Software, whether directly or through a Multiplexing Service (defined below). A Device CAL permits one Device (used by any User) to access or use the Server Software. A User CAL permits one User (using any Device) to access or use the Server Software. You may use a mix of Device CALs and User CALs simultaneously with the Server Software. A “Multiplexing Service” is a software product or service accessing or using the Server Software at the request of or on behalf of a User or Device.

2. Office Project Server 2003 External Connector

a. Introduction.

As used in this section, the “Software” refers to Office Project Server 2003. Your use of the Software is governed by these product use rights and the product use rights for Microsoft Software provided with the Software (“EULA”). Capitalized terms used in this section have the same meaning as in the EULA except as otherwise provided in this section. Except as expressly set forth here, all terms and conditions of the EULA shall apply.

b. Access to the Server Software.

For each External Connector License you acquire, you may permit any number of External Users to access or use a single copy of the Server Software for which the External Connector License is obtained, without the need to acquire a CAL for each External User.

c. Downgrades.

Instead of using the External Connector License with the Server Software, you may use the External Connector License with an earlier version of the Server Software on a single Server.

3. Office Project Server 2003 CAL Use Rights.

Unless otherwise noted, defined terms have the same meaning as in the product use rights for your licensed copies of Office Project Server 2003. For each CAL acquired, you may access or otherwise use the services or functionality of the Server Software in the manner

provided in the product use rights for your licensed copies of Office Project Server 2003.

L. Operations Manager 2000

1. Server Use Rights.

a. Definitions

The Product may contain the following software:

- “Client Software” enables a Device to be monitored and/or managed by the Server Software.
- “Device,” as used in this section, means a single personal computer, workstation, terminal, handheld computer, pager, telephone, personal digital assistant, or other electronic device (including a Server).
- “Managed Device” means a Device that is monitored and/or managed by the Manager Server.
- “Manager Server” means your computer on which the Server Software is installed.
- “Other Software” means Software, if any, contained in the Application Management Pack that (i) enables operations consoles and reporting consoles (“Administration Consoles”) to access the services and functionality provided by the Server Software, and (ii) updates databases utilized by the Server Software which may be stored on computers separate from the Manager Server (“Database Computers”).
- “Server Software,” as used in this section, provides centralized event monitoring and management services or functionality from your Manager Server.

b. License Structure.

The Software is licensed on an individual processor basis. Processor licenses for Operations Manager are referred to as “Base Licenses” and “Application Licenses.”

You need one Base License for each of your Manager Server’s processors and for each of your Managed Device’s processors, whether or not you use the Base Management Pack Rules of the Server Software (as described in the Product documentation). As an exception to that rule, if you have made a processor inaccessible to all operating system copies on which the Server Software or Client Software is set up to run, you do not need a Base License for that processor. Examples of processors that you have made inaccessible to operating system copies are processors that you have

isolated by partitioning or other similar method. You do not need more than one Base License for any processor.

In addition to any required Base License, you need an Application License for each Managed Device's processors (including your Manager Server) that is monitored and/or managed by the Server Software using the Application Management Pack Rules of the Server Software (as described in the Product documentation). As an exception to that rule, if you have made a processor inaccessible to all operating system copies on which the Server Software or Client Software is set up to run, you do not need an Application License for that processor. Examples of processors that you have made inaccessible to operating system copies are processors that you have isolated by partitioning or other similar method. You do not need more than one Application License for any processor.

» *The exceptions noted above apply both to licenses acquired on or after April 1, 2003 and your existing Microsoft Operations Manager 2000 Base Licenses and Microsoft Operations Manager Application Management Pack 2000 Licenses.*

c. License Grant.

Provided you have the required number of Base Licenses and Application Licenses:

i. Server Software. You may install and run any number of copies of the Server Software on your Manager Server.

ii. Client Software. You may install the Client Software on any Managed Device.

iii. Other Software. You may upgrade, install and use any number of copies of the Other Software solely for Administration Consoles and Database Computers residing on your premises. Microsoft retains all right, title and interest in and to the Application Management Pack.

d. Special note for Microsoft SQL Server.

The use of Microsoft SQL Server on a separate computer for a repository monitored and/or managed by the Software requires that you obtain one or more Base Licenses as set forth above. If Microsoft SQL Server is also separately monitored and/or managed by the Software, you must also obtain one or more Application Licenses.

e. Administration.

You do not need a Base License or Application License solely for hosting the administration console of the Server Software.

2. Operations Manager 2000 Base License with SQL Server 2000 Technology Use Rights.

A copy of Microsoft SQL Server 2000 Standard Edition ("SQL Software") is included with the Software as an additional component.

SQL Server - Server Software. Provided you have the required number of Operations Manager Base Licenses with SQL Server Technology, as set forth above, you may install and use one copy of the Server Software for SQL Server on a single server with your Manager Server.

Runtime-Restricted Use. The SQL Software may only be used to support your licensed copies of Systems Management Server 2003 and Operations Manager 2000 ("your systems management software") solely as part of your systems management software. The SQL Software may not be used either (i) to develop and/or (ii) in conjunction with, new applications, databases or tables other than those contained in your systems management software. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables, and/or from using a development environment or workbench which is part of your systems management software to configure or extend such systems management software. Notwithstanding any provision of these product use rights and your volume license agreement, you may only transfer the "Runtime-Restricted Use" SQL Software as part of your systems management software, subject to the terms and conditions specified in your volume license agreement. You may allow any number of Devices to use or access the services of the Server running the SQL Software as part of your systems management software, without acquiring SQL CALs for those Devices.

SQL Server - Client Software. You may install the Client Software (SQL Server Personal Edition) on any internal Device so long as it is being used only in conjunction with your systems management software.

SQL Server Tools. You may use the Management Tools, Books-Online, and Development Tools components of SQL Server solely for internal use in conjunction

with your licensed copies of the Server Software.

M. Project Server 2002

1. Server Use Rights.

a. Installation—Server Software.

For each License acquired, you may install and use one copy of the Server Software on a single Server. If you have acquired the Server Software, you may install any number of instances of the Server Software on that Server. An “instance” shall mean a running copy of the Server Software.

b. Client Software.

You may install the Client Software (PROJECT SERVER) on any internal Device for which a CAL has been assigned.

c. CAL Requirements.

A CAL allows a device to access or otherwise utilize the Server Software. You must acquire a separate CAL for each Device that accesses or otherwise utilizes the services of the Server Software.

d. Installation Of Server Software On Passive Fail-Over Server.

If the Server Software is used in a clustered environment, you may use the Server Software on a temporary basis on a Server that is employed only for fail-over support.

e. SharePoint Team Services.

The Server Software may contain a copy of the SharePoint Team Services software. If so, for each license acquired, you may install one copy of the SharePoint Team Services software on one Device and allow an unlimited number of individuals within your business or enterprise to access and use the SharePoint Team Services software from other Devices; provided, that each Device upon which the SharePoint Team Services software is installed has a validly licensed copy of the Server Software installed on it.

f. Project Web Access Components.

Installation. For purposes of this section, the Software means the Project Web Access

Components. You may install the Software any number of Devices for the sole purpose of enabling you to access and utilize the functionality of Microsoft Project Server 2002, provided that Microsoft Project Server 2002 has been validly licensed, and a valid Client Access License has been obtained and assigned to the Device upon which the Software is installed.

2. CAL Use Rights.

For each Project Server CAL acquired, you may access or otherwise use the services or functionality of licensed Server Software in the manner provided for in the product use rights for your licensed copies of Project Server.

N. Office Live Communications Server 2003 (previously known as Real-Time Communications (“RTC”) Server 2003), Standard Edition

1. Server Use Rights.

a. Installation, Server Software. For each license acquired, you may install and use a copy of Server Software on a single Server. Separate component parts of the Server Software may not be used on more than one Server. An additional license is required if you install another copy of the Server Software on the same Server (whether in a separate partition, by using server emulation software, or otherwise) or to install or run a copy of the Server Software on a different Server (for example, a Server employed for backup or fail-over support).

b. Installation, Device Software. You may install and use the Device Software on any Device solely to access or use the Server Software.

c. CALs. The Software licensing model consists of an application license and incremental CALs, so that the total cost for licensing the Software scales with usage.

i. CAL Requirements. In addition to the license for the Server Software, you must acquire a CAL for each individual person (“User”) or device that accesses or uses the Server Software. Access or use of the Server Software means access, whether directly or through a “multiplexing service” which is defined as a software product or service accessing or using the Server Software at the request of or on behalf of a User or Device.

ii. Types of CALs. A Device CAL permits one Device (used by any User) to access or use the Server Software.

A User CAL permits one User (using any Device) to access or use the Server Software. You may use a mix of Device CALs and User CALs simultaneously with the Server Software.

iii. Devices or Users not Registering Presence. You do not need to acquire a CAL for any User or Device whose presence information is not registered with a Home Server. For purposes of this section, the term “Home Server” means the component of the Server Software that accepts, processes and registers the presence information of users and devices accessing the Server Software, and makes all or a part of such presence information known or available to other Users and Devices.

2. Office Live Communications (“LC”) Server 2003 (previously known as Real-Time Communications (“RTC”) Server 2003) External Connector

a. Introduction. As used in this section, the “Software” refers to LC Server 2003. Your use of the Software is governed by these product use rights and the product use rights for Microsoft Software provided with the Software (“EULA”). Capitalized terms used in this section have the same meaning as in the EULA except as otherwise provided in this section. Except as expressly set forth here, all terms and conditions of the EULA shall apply.

b. Access to the Server Software. For each External Connector License you acquire, you may permit any number of External Users to access or use a single copy of the Server Software for which the External Connector License is obtained, without the need to acquire a CAL for each External User.

3. Office Live Communications (“LC”) Server 2003 (previously known as Real-Time Communications (“RTC”) Server 2003) CAL Use Rights.

Unless otherwise noted, defined terms have the same meaning as in the product use rights for your licensed copies of LC Server 2003. For each CAL acquired, you may access or otherwise use the services or functionality of the Server Software in the manner provided for in the product use rights for your licensed copies of LC Server 2003.

O. Services for NetWare 5.02

1. Installation—Server Software.

For any license acquired, you may install an unlimited number of copies of the Server Software on your Servers.

Client Software. You may install the Client Software on any Devices.

P. SharePoint Portal Server 2001

1. Server Use Rights.

a. Installation—Server Software.

For each license acquired, you may install one copy of the Server Software on a single Server.

b. Client Software.

You may install the Client Software on any Device either (i) for which you have acquired a SharePoint Portal Server CAL or a Core CAL (other than a Core User CAL), or (ii) that is used by a User for whom you have acquired a Core User CAL.

c. CAL Requirements.

i. General. You must acquire a separate SharePoint Portal Server CAL for each Device or a Core CAL for each Device or User which accesses or otherwise utilizes the services or functionality of the Server Software, whether you use the Client Software or any other software to do so, unless otherwise noted below.

ii. Limited Access by Other Devices. Limited access for other devices is permitted as described in the first servers section above.

d. Additional License Grant for System Administrators.

You may allow system administrators within your business or enterprise to access and use the Software for the sole purpose of assisting you with installing, configuring, and maintaining licensed copies of the Software. You must obtain separate licenses and/or SharePoint Portal Server CALs or a Core CALs for the Software for system administrators for any other use.

2. External Connector for Non-Employees.

For each External Connector for Non-Employees acquired, you may permit an unlimited number of Devices to access a single

copy of SharePoint Portal Server 2001 licensed by you, without the need to acquire CALs for each such Device, provided such Devices are used only by External Users. If any user does not clearly qualify as an “External User” as defined at the beginning of the Server section in these product use rights, that user will not be treated as an External User for purposes of this section.

3. CAL Use Rights.

For each SharePoint Portal Server CAL or a Core CAL acquired, you may access or otherwise use the services or functionality of licensed Server Software in the manner provided for in the these product use rights and the product use rights for your licensed copies of SharePoint Portal Server .

Q. SQL Server 2000 SQL Server 2000 Runtime (“SQL 2000 Runtime”)

» *SQL Server 2000 is available in per seat (with CALs) or per processor licenses. SQL 2000 Runtime is not available in the SBS suite.*

1. Server Use Rights.

For SQL Server 2000 acquired outside the SBS suite and SQL 2000 Runtime, you may license the Product for use in either in “Per Seat” (with CALs) or “Per Processor” mode, and you may not change the type of use. For SQL Server 2000 acquired within the SBS suite, you may only use the Product in “Per Seat” (with CALs) mode.

a. Per Seat (with CALs) Licensing

i. Installation—Server Software.

For each license acquired, you may install and use one copy of the Server Software on a single Server. SQL Server, Enterprise Edition. If you have acquired the Enterprise Edition of the Server Software, you may install any number of instances of the Server Software on that Server. An “instance” means a running copy of the Server Software

ii. Client Software.

You may install the Client Software (SQL Server Personal Edition) on any internal Device.

iii. Types of SQL Server 2000 CALs.

Two different types of SQL Server 2000 CALs are available to you: “Device” and “User.” Each SQL Server Device CAL permits one Device (used by any User) to access or use the Server Software of SQL Server 2000. Each SQL Server 2000 User CAL permits one User (using any Device) to access or use the Server Software of SQL Server 2000.

iv. Mode of Deployment.

You must use CALs with the Server Software in “per seat” mode. You may use a mix of Device CALs and User CALs simultaneously with the Server Software.

» *See “Per Seat or Per Server” in the Definitions and General Use Rights and Restrictions section for Servers.*

v. SQL Server 2000 CAL Requirements.

You must acquire either a separate SQL Server 2000 CAL or BackOffice 2000 Server CAL for each Device or User that:

- Accesses or otherwise utilizes the services of the Server Software (including Devices using MSDE for such access), or
- Installs and uses SQL Server Personal Edition, or
- Uses the Management Tools, Books-Online, and Development Tools components of Microsoft SQL Server (collectively “Tools”). You may only use the Tools for internal use in conjunction with your Server Software.

» *Using the Management Tools is, for purposes of the Administration rights described in the Definitions and General Use Rights and Restrictions of the “Microsoft Servers and Business Solutions” section of this document, administration of the Server Software.*

vi. Installation of Server Software on Passive Fail-Over Server.

If the Server Software is used in a clustered environment, you may use the Server Software on a temporary basis on a Server that is employed only for fail-over support.

b. Per Processor Licensing

i. License Structure.

The Software is licensed on an individual processor basis. You need one Software license for each of your Server’s processors.

As an exception to that rule, if you have made a processor inaccessible to all operating system copies on which the Software is set up to run, you do not need a Software license for that processor. Examples of processors that you have made inaccessible to operating system copies are processors that you have isolated by partitioning or other similar method. You do not need more than one Software license for any processor.

ii. License Grant.

Provided you have the required number of processor licenses:

a. You may install and run any number of copies of the Server Software on your Server.

» *The exception noted in subsection (i) above applies both to SQL Server 2000 processor licenses acquired on or after April 1, 2003 and your existing SQL Server 2000 processor licenses.*

b. Tools. You may use the Management Tools, Books-Online, and Development Tools components of Microsoft SQL Server (collectively "Tools") solely for internal use in conjunction with your licensed copies of the Server Software.

c. Client Software.

You may install and use the Client Software (SQL Server Personal Edition) on any number of internal Devices so long as it is being used only in conjunction with the Server Software, and, in the case of SQL 2000 Runtime, the integrated software turnkey application or suite of applications delivered with the Product ("Integrated Application").

iii. SQL Server 2000 Device Access.

Any number of Devices may use or access the services of any validly licensed Server running the Server Software.

iv. SQL Server 2000 Runtime Device Access.

Any number of Devices may use or access the services of the Server Software on any validly licensed Server in conjunction with the Integrated Application. You may permit Devices to access or use only the services of the Server Software provided with the Integrated Application.

v. Installation of Server Software on Passive Fail-Over Server.

If the Server Software is used in a clustered environment, you may use the Server Software on a temporary basis on a Server that is employed only for fail-over support so long as the number of that Server's processors accessible to operating system copies on which the Software is set up to run does not exceed the number of Software licenses acquired for your primary active Server.

» *The following redistributable section applies to SQL Server 2000 products.*

vi. Redistributable Code.

In addition to the rights granted above, Microsoft grants you the nonexclusive, royalty-free right to use, reproduce and distribute the Microsoft SQL Server Desktop Engine ("MSDE") and the files listed in the REDIST.TXT contained in the Product (collectively, the "Redistributable Code"), provided that you also comply with the distribution requirements and license limitations provided in Sections I.C.1. and I.C.2.a. of the Developer Tools section of these product use rights.

vii. Runtime-Restricted Use Software.

You may use SQL 2000 Runtime solely as part of the Integrated Application solely to run the Integrated Application. SQL 2000 Runtime may not be used either (i) to develop or (ii) in conjunction with, new applications, databases or tables other than those contained in the Integrated Application. You may, however, use a tool to run queries or reports from existing tables, or use a development environment or workbench which is part of the Integrated Application to configure or extend such Integrated Application. Notwithstanding anything to the contrary in these use rights, you may only transfer a given license for SQL 2000 Runtime as part of the Integrated Application, subject to the transfer restrictions in your license agreement.

2. CAL Use Rights.

Unless otherwise noted, defined terms have the same meaning as in the product use rights for your licensed copies of SQL Server 2000. For each SQL Server 2000 CAL acquired, you may access or otherwise use the services or functionality of licensed Server Software in the

manner provided for in these product use rights and the product use rights for your licensed copies of SQL Server 2000. You must deploy SQL Server 2000 CALs with the Server Software on a “per seat” basis. You may use a mix of SQL Server 2000 Device CALs and User CALs simultaneously with the Server Software.

» See “Per Seat or Per Server” in the *Definitions and General Use Rights and Restrictions* section for Servers.

SQL 2000 Runtime CALs permit you to access or otherwise utilize the services or functionality of only a Runtime-Restricted Use version of the Server Software. Notwithstanding anything to the contrary in these use rights, you may only transfer a given SQL 2000 Runtime CAL as part of the Integrated Application, subject to the transfer restrictions in your license agreement.

R. Systems Management Server 2003

» This Software does not transmit any personally identifiable information from your Server to Microsoft computer systems without your consent.

1. Server Use Rights.

a. Installation—Server Software.

For each license acquired, you may install and use one copy of the Server Software on a single Server. An additional license is required to install or run a copy of the Server Software on a different Server (for example, a Server employed for backup or fail-over support).

b. Installation, Device Software.

You may install and use the Device Software on any Device solely to be managed by the Server Software.

c. Installation, Supporting Components.

You may install and use the following components of the Server Software as described in the product documentation (collectively the “Supporting Components”) on any server in your organization solely in support of the Server Software: Secondary Site Server, Network Monitor, Administrator Console, Systems Management Server Provider, Recovery Point, Reporting Point,

Server Locator Point, Distribution Point, Management Point, Client Access Point and Sender Server.

d. Client Access License (“CAL”) Requirements.

In addition to the license for the Server Software, you must acquire a SMS CAL or a Core CAL for each Device (including any server hosting Supporting Components), or a Core CAL for each User using a Device, that is managed by the Server Software, whether directly or through a “multiplexing service” which is defined as a software application or service accessing or using the Server Software at the request or on behalf of a User or Device.

2. Systems Management Server 2003 with SQL Server 2000 Technology Use Rights.

A copy of Microsoft SQL Server 2000 Standard Edition (“SQL Software”) is included with the Software as an additional component.

SQL Server - Server Software. For each license for System Management Server 2003 with SQL Server 2000 Technology acquired, you may install and use one copy of the Server Software for SQL Server on a single server.

Runtime-Restricted Use. The SQL Software may only be used to support your licensed copies of System Management Server 2003 and Operations Manager 2000 (“your systems management software”) solely as part of your systems management software. The SQL Software may not be used either (i) to develop and/or (ii) in conjunction with, new applications, databases or tables other than those contained in your systems management software. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables, and/or from using a development environment or workbench which is part of your systems management software to configure or extend such systems management software. Notwithstanding any provision of these product use rights and your volume license agreement, you may only transfer the “Runtime-Restricted Use” SQL Software as part of your systems management software, subject to the terms and conditions specified in your volume license agreement. You may allow any number of Devices to use or access the services of the Server running the SQL Software as part of your systems management software, without acquiring SQL CALs for those Devices.

SQL Server - Client Software. You may install the Client Software (SQL Server Personal Edition) on any internal Device so long as it is being used only in conjunction with your systems management software.

SQL Server Tools. You may use the Management Tools, Books-Online, and Development Tools components of SQL Server solely for internal use in conjunction with your licensed copies of the Server Software.

3. CAL Use Rights.

Unless otherwise noted, defined terms have the same meaning as in the product use rights for your licensed copies of SMS. For each SMS CAL acquired, you may access or otherwise use the services or functionality of licensed Server Software in the manner provided for in these product use rights and the product use rights for your licensed copies of SMS.

S. Systems Management Server 2.0 (“SMS”)

1. Server Use Rights.

a. Installation—Server Software.

For each license you acquire, you may install one copy of the Server Software on a single Server.

b. Client Software.

You may install and use the Installer component of the Client Software (“SMS Installer”) only on Devices within your organization and only for the purpose of creating installation programs through the use of SMS Installer (“Setup Programs”). You may also use and modify the source code designated as “Sample Code” in the SAMPLES.TXT file for the sole purposes of designing, developing, and testing your Setup Programs. You may also install and use in object code form the Redistributable Components (as defined below), along with any modifications you may make to the Sample Code, only on Devices within your organization for a purpose other than creation of Setup Programs, so long as you (i) reproduce and use the SMS Redistributables only in conjunction with or as part of a Setup Program; (ii) either have a valid CAL for any version of Microsoft Systems Management Server for each Device, or a valid Core or

BackOffice 2000 Server CAL for each User or Device, that uses the SMS Redistributables; and (iii) be completely responsible for any costs or damages that arise or result from the use of your Setup Program or any software installed by your Setup Program. You do not have any other right to install or use SMS Installer.

c. CAL Requirements.

Except as otherwise provided in the following sentence, you must acquire a separate SMS CAL for each Device, or a separate Core or BackOffice 2000 Server CAL for each Device or User which accesses or otherwise utilizes the services or functionality of the Server Software, whether you use the Client Software or any other software to do so. You do not need a CAL in order to solely execute Systems Management Server-to-Systems Management Server communications that are solely managing a third Device.

d. Mode of Deployment. You must use CALs with the Server Software in “per seat” mode. You may use a mix of Device CALs and User CALs simultaneously with the Server Software.

» See “Per Seat or Per Server” in the Definitions and General Use Rights and Restrictions section for Servers.

e. Use of the Redistributable Components.

You may reproduce and distribute the files listed in the REDIST.TXT file (collectively referred to as “Redistributable Components”), along with any modifications you may make to the Sample Code, provided that you comply with the Distribution Terms listed in such REDIST.TXT file. Note that the Distribution Terms include, among other conditions, terms similar to those described in subsections (i) - (iii) of the Client Software note above.

f. Administration Console or Utilities.

You also do not need to acquire a CAL for Microsoft SQL Server to use the administration console or utilities provided with Systems Management Server to access or otherwise utilize the services of Microsoft SQL Server.

g. Software Metering, Logon Point, and Client Access Points.

You may install and use the Metering Services and Client Access Points components of the Server Software on any computer running a validly licensed copy of Windows NT Server within your organization

h. Upgrades of a Component of the BackOffice Server 4.5 or SBS 4.5 Suites.

You may upgrade a component within the BackOffice Server suite, so long as the upgraded component is run on the same Server on which the component being upgraded is installed, unless the upgraded component is an Enterprise or Commerce Edition, in which case you may use the upgraded component as a stand-alone product. Subject to the immediately preceding sentence, when you install the upgraded component, (i) the upgraded component replaces the component in the suite being upgraded, (ii) your use of the upgraded component is subject to the terms of use associated with that component, and (iii) the remaining components of BackOffice Server may only be used in accordance with these use terms.

See conditions noted in the SBS 4.5 section above.

2. CAL Use Rights.

Unless otherwise noted, defined terms have the same meaning as in the product use rights for your licensed copies of SMS. For each SMS CAL acquired, you may access or otherwise use the services or functionality of licensed Server Software in the manner provided for in these product use rights and the product use rights for your licensed copies of SMS. Upgrades of CALs for SBS 4.5 Suite. See conditions noted in the SBS 4.5 section above.

T. TechNet Plus

1. Server Use Rights.

a. Installation—Server Software.

- For each license acquired, you may install and use one copy of the Server Software on a single Server which may only be accessed by you, your employees and your individual contractors, if any. If the Server has more than one processor, you must obtain a separate license

for each processor on that Server. You may use the Server Software only with that number of processors for which you are properly licensed.

- For each Software Assurance TechNet Plus subscription media you have, you may install and use an unlimited number of copies of the Server Software on Servers within your organization covered by the qualifying membership which may only be accessed by you, your employees and your individual contractors, if any.

b. Client Software.

You may install the Client Software on any Device. No license is required for Devices running the Client Software to access the Server Software.

2. Other Rights and Restrictions.

a. TechNet Plus Online Services.

For each license acquired and each Software Assurance TechNet Plus subscriber identification number you have, a single access point may register and access the Subscriber-only Online Services website, including but not limited to the Online Concierge Chat Support and Managed Newsgroups Support.

» *TechNet Plus Online Services is not a Microsoft Online Service for purposes of the "Microsoft Online Services" section of this document.*

b. Copies.

The Product may contain materials, including without limitation, technical documentation, white papers, and printed materials ("Documentation"). You may make any number of copies of Documentation accompanying the Product, so long as the copies are used only for internal purposes or are provided to your customer(s) as part of software or hardware support, provided that (1) the Documentation accompanying the Product (a) is not distributed for profit, (b) is not modified, and (c) contains all copyright notices; and (2) you do not authorize any redistribution by your end users, except as provided below.

c. Pre-Release Software.

By acquiring a TechNet Plus license, you may receive pre-release software. In order to use such pre-release software, you also agree to the applicable terms and conditions accompanying the beta software, which

document(s) govern your rights and obligations with respect to any beta software you receive.

d. Redistributable Components.

The Product may contain software components, including without limitation drivers, utilities, tools, and patches (“Files”), as well as .DLL files, the use of which is not governed by a Component Agreement. For such Files and .DLL files, Microsoft grants you a non-exclusive royalty-free right to reproduce and distribute the Files, provided that you:

- a. Distribute the Files for your internal use only or to your customer(s) as part of software or hardware support, provided that (i) the Files are not distributed for profit, (ii) the Files are used only in conjunction with licensed copies of Microsoft products, (iii) the Files may not be modified, (iv) the Files contain all copyright notices, and (v) you do not authorize any redistribution by your licensees or end users;
- b. Distribute the .DLL files only in conjunction with and as a part of your software product;
- c. Do not use Microsoft’s name, logo, or trademarks to market your software product;
- d. Agree to be completely responsible for any costs or damages that arise or result from the use of the Files or .DLL files or use or distribution of your software product containing the Files or .DLL files; and
- e. Otherwise comply with the terms of your license agreement.

U. Virtual Server 2004

» *This Software does not transmit any personally identifiable information from your Server to Microsoft computer systems without your consent.*

For each license acquired, you may install and use one copy of the Software on a single server.

V. Windows Server 2003, Standard Edition, Windows Server 2003, Enterprise Edition Windows Server 2003, Web Edition

» *This Software does not transmit any personally identifiable information from your Server to Microsoft computer systems without your consent.*

1. Server Use Rights.

a. Installation, Server Software.

For each license acquired, you may install only one copy of Server Software on a single Server, even if multiple

copies of Server Software (for example, 32-bit and 64-bit versions) are included in the Software. Features supported on 32-bit and 64-bit versions, including some features mentioned in these product use rights, may not be identical or available in both versions; please refer to product documentation for a list of specific features included with each version. Separate component parts of the Server Software may not be used on more than one Server. An additional license is required if you install another copy of the Server Software on the same Server (whether in a separate partition, by using server emulation software, or otherwise) or to install or run a copy of the Server Software on a different Server (for example, a Server employed for backup or fail-over support).

b. Processor Rights.

If you license Microsoft Windows Server 2003, Enterprise Edition, you may use the Software with up to eight CPUs of the Server at any one time. If you license Microsoft Windows Server 2003, Standard Edition, you may use the Software with up to four CPUs of the Server at any one time. If you license Microsoft Windows Server 2003, Web Edition, you may use the Software with up to two CPUs of the Server at any one time.

c. Windows Server 2003, Enterprise Edition (or DataCenter Edition) General Terms and Conditions of Your Use of Windows Rights Management Services Components (“RMS Components”).

You may reproduce, install and use one copy of the RMS Components per validly licensed copy of Windows Server 2003, Enterprise, Standard or Web Editions (or DataCenter Edition) installed on your server to update each such copy. RMS is a service of Windows Server 2003 which works in conjunction with Rights Management (“RM”) enabled applications and Windows RM client components to let users specify permitted uses of their information such as Web content, e-mail messages and documents (“Information”). RMS creates or signs various certificates to facilitate the creation and consumption of RM-protected information among authorized entities. An internet connection is required to install and enroll an entity’s root RMS server. The server enrollment process establishes the certificates that enable the servers to issue licenses that are trusted by the RMS system. Microsoft will issue certificates and maintain a certificate revocation list as outlined in the certification practice statement (“CPS”). for more information on the CPS for RMS, please refer to <http://www.microsoft.com/pki/rms/cps>.

» *The right above applies both to licenses you acquire on or after January 1, 2004 and your existing*

licenses for Windows Server 2003, Enterprise, Standard or Web Editions (or DataCenter Edition).

d. Installation, Device Software.

You may install and use the Device Software on any Device solely to access or use the Server Software.

e. Volume License Product Key Validation.

There are technological measures in the Software that are designed to prevent unlicensed use of the Software. We will use those measures to help ensure you have a valid Volume License Product Key for the Software. If you are not using a valid Volume License Product Key for the Software, you are not allowed to install the Software or future Software updates. Microsoft will not collect any personally identifiable information from your Server or any device during this process without your consent

f. CALs.

Except as noted with respect to Windows Server 2003, Web Edition, in the following paragraph, the Software licensing model consists of an operating system license and incremental CALs, so that the total cost for licensing the Software scales with usage. Several CAL types and licensing modes are available to suit your individual needs.

CALs are not applicable with respect to Windows Server 2003, Web Edition. Windows Server 2003 CALs you acquire do not convey any rights with respect to such Software.

i. Windows Server 2003 CAL Requirements. In addition to the license for the Server Software, you must acquire either a Windows Server 2003 CAL or Core CAL for each User or Device that accesses or uses the Server Software, whether directly or through a Multiplexing Service (defined below). For example, a Windows or Core CAL is required for each User or Device that uses any of the following services of the Server Software:

- authentication services (when user or application credentials are exchanged between the Server Software and a User or Device),
- file services (accessing or managing files or disk storage),
- printing services (printing to a printer managed by the Server Software), or
- remote access service (accessing the Server from a remote location through a communications link, including a virtual private network).

However, you do not need to acquire a Windows or Core CAL for any User or Device that accesses the Server Software solely through the Internet and is not authenticated or otherwise individually distinguished by the Server Software or a Multiplexing Service (for example, by browsing a public website anonymously). A "Multiplexing Service" is a software application or service accessing or using the Server Software at the request of or on behalf of a User or Device.

Further, you do not need to acquire a Windows or Core CAL for any User or Device that has a valid Small Business Server (SBS) 2003 CAL, is accessing Server Software that is not operating as a domain controller, and is within the same Small Business Server domain.

ii. Types of Windows CALs. Two different types of Windows CALs are available to you: "Device" and "User." Each Windows Device CAL permits one Device (used by any User) to access or use the Server Software. Each Windows User CAL permits one User (using any Device) to access or use the Server Software. You may use a mix of Windows Device CALs and Windows User CALs simultaneously with the Server Software.

iii. Windows CAL Licensing Modes. At your option, you may use Windows CALs with the Server Software in either "Per Device or Per User" or "Per Server" mode. You may use Core CALs in "Per Device or Per User" only.

(i) In Per Device or Per User mode, either a separate Windows CAL or Core CAL is required for each Device or User that accesses or uses Server Software on any of your Servers. If you choose Per Device or Per User mode, the choice is permanent.

(ii) In Per Server mode, the maximum number of Devices and Users that may simultaneously access or use Server Software installed on a particular Server equals the number of Windows CALs (of either type) that you acquire and designate for use exclusively with that Server. You have the one-time right to change your use of the Server Software from Per Server mode to Per Device or Per User mode. If you do so, you may apply the same number of Windows CALs you acquired for use in Per Server mode in Per Device or Per User mode instead.

iv. Terminal Server Client Access License for Windows Server 2003 ("TS CAL") Requirements. In addition to a Windows CAL or Core CAL, if you wish to conduct a Windows Session, you

must acquire a TS CAL for each User or Device. A "Windows Session" means a session during which Server Software hosts a graphical user interface on a Device (whether via the Terminal Services component of the Server Software or via other technology).

v. Types of TS CALs; TS CAL Licensing Modes. Similar to Windows CALs, two different TS CALs are available to you: "Device" and "User." Each TS Device CAL permits one Device (used by any User) to conduct Windows Sessions on any of your Servers. Each TS User CAL permits one User (using any Device) to conduct Windows Sessions on any of your Servers. You may use a mix of TS Device CALs and TS User CALs simultaneously with the Server Software.

Windows Sessions are not allowed in Per Server mode.

vi. Additional CAL Requirements. Administration. You do not need a TS CAL when attaching to or mirroring the single Console Session. The "Console Session" is the Windows Session that is conducted through the designated primary keyboard and display device (or similar peripherals).

» See the *Windows 2000 Server section for use rights for the Terminal Server Work at Home license.*

vii. RMS CAL Requirements. In addition to a Windows CAL or Core CAL, in connection with your use of the RMS Components, you must acquire an RMS CAL for each User or Device. Access or use of the RMS Components means access, whether directly or through a "multiplexing service" which is defined as a software product or service accessing or using the Server Software at the request of or on behalf of a User or Device.

viii. Types of RMS CALs; RMS CAL Licensing Modes. Similar to Windows CALs, two different RMS CALs are available to you: "Device" and "User." Each RMS Device CAL permits one Device (used by any User) to access the RMS Components on any of your Servers. Each RMS User CAL permits one User (using any Device) to access the RMS Components on any of your Servers. You may use a mix of RMS Device CALs and RMS User CALs simultaneously with the Server Software.

g. Premium Windows Server Services. We may subsequently create new software functionality ("Premium Services") that you may wish to use with this version of the Software. To make these Premium

Services available to you for use with this version of the Software, we may provide them under additional license terms and may charge additional access license fees for you to install and use them, if you choose.

h. Windows Server 2003, Web Edition, Usage Rights.

The Server Software may be used solely for deployment of Web pages, Web sites, Web applications, Web services, and POP3 mail serving. You may install web server software (for example, Microsoft Internet Information Services), non-enterprise database engine software licensed to support not more than twenty-five (25) concurrent users (for example, Microsoft SQL Server Desktop Engine), or web availability management software (for example, Microsoft Application Center). These applications may access data from any one or more of the following applications deployed on a separate server:

- (i) database software (such as Microsoft SQL Server), and
- (ii) business application software (for example, enterprise email, enterprise resource planning, and customer relationship management).

Any other usage of the Server Software is not permitted.

i. Description of Other Rights and Limitations.

i. Component Data Storage. The 32-bit version of the Software contains components that use the data storage technology known as Microsoft SQL Server Desktop Engine ("MSDE"). All copies and instances of MSDE contained in or installed by those Software components may be used only by those Software components. Any such copy or instance of MSDE may not be accessed or used for any other purpose. For example, applications may not be created or run on the Software if they access or use the services or functionality of any copy or instance of MSDE contained in or installed by those Software components. In addition, any MSDE network library files that are disabled at the time you first install the Software may not be re-enabled.

ii. Automatic Internet-Based Services.

The Software features described below are enabled by default to connect via the Internet to Microsoft computer systems automatically, without separate notice to you. You consent to the operation of these features, unless you choose to switch them off or not use them. **Microsoft does not obtain personally identifiable information through any of these features.** For more information about these features, please see your

Software documentation or the Microsoft online support site.

(a) Windows Update Features. Under the Software's default configuration, if you connect a device to your Server and the correct device driver is not available on your Server, then Windows Update features on your Server (including Device Manager and the Plug & Play CDM Module) automatically attempt to check Microsoft computer systems via the Internet for the correct device driver. Having this happen automatically makes Plug-and-Play installation of new hardware a better experience for customers. You may switch off Windows Update's automatic driver checking feature.

(b) Web Content Features. Under the Software's default configuration, if you are connected to the Internet, several features of the Software are enabled by default to retrieve content from Microsoft computer systems and display it to you. When you activate such a feature, it uses standard Internet protocols, which transmit the type of operating system, browser and language code of your Server to the Microsoft computer system so that the content can be viewed properly from your Server. These features only operate when you activate them, and you may choose to switch them off or not use them. Examples of these features include Windows Catalog, Search Assistant, and the Headlines and Search features of Help and Support Center.

(c) Digital Certificates. Use of certificates based on the X.509 standard is an important security feature of the Software. Certain functions of the X.509 implementation (for example, certificate revocation checking and certificate path building) connect via the Internet to computer systems belonging to Microsoft and other digital certificate authorities to check the validity of digital certificates that you receive from third parties during certain Internet-based operations (for example, communications secured with SSL or IPsec, mail secured with S/MIME, and smartcard authentication). In accordance with the X.509 standard, the Software automatically retrieves user certificates and certificate revocation lists when you attempt to access certificate protected content. Additionally, the Software's Auto Root Update feature will occasionally update the list of trusted certificate authorities. Auto Root Update is an optional feature; you can uninstall it if you do not desire it to function. The other security operations based on the X.509 standard can be prevented from operating by blocking Server Internet access.

(d) Windows Media Digital Rights Management. Content providers are using the digital rights

management technology for Windows Media contained in Windows Server 2003, Standard Edition and Windows Server 2003 Enterprise Edition ("WM-DRM") to protect the integrity of their content ("Secure Content") so that their intellectual property, including copyright, in such content is not misappropriated. Portions of such Software and third party applications such as media players use WM-DRM to play Secure Content ("WM-DRM Software"). If the WM-DRM Software's security has been compromised, owners of Secure Content ("Secure Content Owners") may request that Microsoft revoke the WM-DRM Software's right to copy, display and/or play Secure Content. Revocation does not alter the WM-DRM Software's ability to play unprotected content. A list of revoked WM-DRM Software is sent to your computer whenever you download a license for Secure Content from the Internet. Microsoft may, in conjunction with such license, also download revocation lists onto your computer on behalf of Secure Content Owners. Secure Content Owners may also require you to upgrade some of the WM-DRM components in this Software ("WM-DRM Upgrades") before accessing their content. When you attempt to play such content, WM-DRM Software built by Microsoft will notify you that a WM-DRM Upgrade is required and then ask for your consent before the WM-DRM Upgrade is downloaded. WM-DRM Software built by third parties may do the same. If you decline the upgrade, you will not be able to access content that requires the WM-DRM Upgrade; however, you will still be able to access unprotected content and Secure Content that does not require the upgrade. WM-DRM features that access the Internet, such as acquiring new licenses and/or performing a required WM-DRM Upgrade, can be switched off. When these features are switched off, you will still be able to play Secure Content if you have a valid license for such content already stored on your computer.

(e) Windows Media Player. Some features of Windows Media Player automatically contact Microsoft computer systems if you use Windows Media Player or specific features of it: features that (A) check for new codecs if your Server does not have the correct ones for content you attempt to play (this feature may be switched off), and (B) check for new versions of Windows Media Player (this feature will operate only when you are using Windows Media Player).

j. Upgrades/Downgrades.

i. Software upgrades for a component of Microsoft BackOffice Server ("BackOffice Server"). If you upgrade to the Software from BackOffice Server, the remaining components may only be used in accordance with the terms of the Microsoft End User License Agreement that accompanied BackOffice Server.

After an upgrade of BackOffice Server, all Software must run on the same Server on which BackOffice Server is installed, unless the upgrade is an Enterprise Edition, in which case you may use the Software as stand-alone software in accordance with the terms of these product use rights.

ii. **CAL downgrades.** You may use Windows Server 2003 and Core CALs with an earlier version of the Software in accordance with the terms of these product use rights. You may use TS Device CALs, but due to technical incompatibilities not TS User CALs, with earlier versions of the Software in accordance with the terms of these product use rights.

k. Notice Regarding MPEG-4 Visual Decoders for Windows Media Player.

USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (I) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (II) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C. MPEG LA, L.L.C., has contractually obligated Microsoft to provide this notice.

2. Windows Server 2003 External Connector.

a. **Introduction.** As used in this section, the “Software” refers to Microsoft Windows Server 2003, Standard Edition; or Microsoft Windows Server 2003, Enterprise Edition; or Microsoft Windows Server 2003, Datacenter Edition. Your use of the Software is governed by these product use rights and the product use rights for Microsoft Software provided with the Software (“EULA”). Capitalized terms used in this section have the same meaning as in the EULA except as otherwise provided in this section. Except as expressly set forth here, all terms and conditions of the EULA shall apply.

b. **Access to the Server Software.** For each External Connector License you acquire, you may permit any number of External Users to access or use a single copy of the Server Software for which the External Connector License is obtained, without the need to acquire a Windows CAL for each External User.

c. **Downgrades.** Instead of using the External Connector License with the Server Software, you may use the External Connector License with an earlier version of the Server Software on a single Server,

provided that such earlier version is no earlier than Windows NT version 4.0.

3. Windows Server 2003 Terminal Server External Connector (“TSEC”).

a. **Introduction.** As used in this section, the “Software” refers to Microsoft Windows Server 2003, Standard Edition; or Microsoft Windows Server 2003, Enterprise Edition; or Microsoft Windows Server 2003, Datacenter Edition. Your use of the Software is governed by these product use rights and the product use rights provided with the Software (“EULA”). Capitalized terms used in this section have the same meaning as in the EULA except as otherwise provided in this section. Except as expressly set forth here, all terms and conditions of the EULA shall apply.

b. **Windows Sessions.** For each TSEC License you acquire, you may permit any number of External Users to conduct Windows Sessions on a single copy of the Server Software for which the TSEC License is obtained, without the need to acquire a TS CAL for each External User.

c. **Downgrades.** Due to technical incompatibilities the TSEC cannot be used with earlier versions of the Software. However, for each TSEC you acquire, you may deploy that license as a Windows 2000 Server TS Internet Connector with Windows 2000 Server in lieu of a TSEC with Windows Server 2003. Your use of Windows 2000 Server under such “downgraded” license will be subject to the use rights for Windows 2000 Server.

4. Windows Server 2003 Rights Management Server External Connector (“RMSEC”).

a. **Introduction.** As used in this section, the “Software” refers to Microsoft Windows Server 2003, Enterprise Edition (or Microsoft Windows Server 2003, Datacenter Edition). Your use of the Software is governed by these product use rights and the product use rights provided with the Software (“EULA”). Capitalized terms used in this section have the same meaning as in the EULA except as otherwise provided in this section. Except as expressly set forth here, all terms and conditions of the EULA shall apply.

b. **RMS Components.** For each RMSEC License you acquire, you may permit any number of External Users to access the RMS Components on a single copy of the Server Software for which the RMSEC License is obtained, without the need to acquire an RMS CAL for each External User.

5. CAL Use Rights.

General. Unless otherwise noted, defined terms have the same meaning as in the product use rights for your licensed copies of Windows Server 2003, Standard Edition and Windows Server 2003, Enterprise Edition. For each Windows Server 2003, TS or RMS CAL acquired, you may access or otherwise use the services or functionality of the Server Software in the manner provided for in the product use rights for your licensed copies of Windows Server 2003, Standard Edition or Windows Server 2003, Enterprise Edition.

TS User CALs. For each TS User CAL you acquire, you are granted at no additional charge a Windows 2000 Server TS Device CAL. This Device CAL permits a single device being used exclusively by the user to whom the corresponding Windows Server 2003 TS User CAL has been assigned to access Windows 2000 Server Terminal Services functionality. Subject to the restriction noted here, your use of the Windows 2000 Server Terminal Services functionality is governed by the terms and conditions under which you licensed Windows 2000 Server.

W. Windows 2000 Server and Windows 2000 Advanced Server*

*Not available in the SBS suite.

1. Server Use Rights.

a. Installation—Server Software.

For each license acquired, you may install one copy of the Server Software on a single Server. You may not separate component parts of the Server Software for use on more than one Server.

b. Client Software.

You may install the Client Software on any Devices.

c. Processor Limits.

You may use the Server Software for Microsoft Windows 2000 Server with up to four CPUs of the Server at any one time. You may use the Server Software for Microsoft Windows 2000 Advanced Server with up to eight CPUs of the Server at one time.

d. Windows 2000 Server CAL Requirements.

You must acquire a separate CAL for each Device that is used by an “Authenticated User” or that uses “Windows 2000 Server Services” regardless of what software you use.

e. Mode of Deployment.

Except when the Product is licensed within the SBS 2000 suite or when you are using Terminal Services, you may use CALs with the Server Software in either “Per Seat” or “Per Server” mode. When the Product is licensed within the SBS suite, or when you are using Terminal Services, you must use CALs with the Server Software in “Per Seat” mode.

» See “Per Seat or Per Server” in the *Definitions and General Use Rights and Restrictions* section for Servers.

f. Terminal Services.

In addition to a Windows 2000 Server CAL, you must acquire a Terminal Services CAL for each Device that uses “Terminal Services.” You do not need a Terminal Services CAL to utilize Terminal Services for Devices running a licensed copy of Windows 2000 Professional or Windows XP Professional.

» See *TS User CAL* in the section covering Windows Server 2003 for special offering to enable users to access Windows 2000 Server Terminal Services.

g. “Authenticated User”

is a user who directly or indirectly utilizes the Windows 2000 Server Integrated Sign-On Service or receives credentials from the Windows 2000 Directory Services.

h. “Windows 2000 Server Services”

Include File Services (accessing or managing files or disk storage), Printing Services (printing to a printer managed by the Product), Remote Access Service (accessing the Server from a remote location through a communications link, including a virtual private network), and Terminal Services.

i. “Terminal Services”

means (i) using the terminal services feature of the Server Software to enable Devices to use software residing on the Server, or (ii) using other software in conjunction with the Server Software to provide similar services.

j. Mode of Deployment.

When using Terminal Services, the Product may not be used in Per Server mode.

k. Update Features.

If you choose to utilize the update features within the Product, it is necessary to use certain computer system, hardware, and software information to implement the features. By using these features, you explicitly authorize Microsoft or its designated agent to access and utilize the necessary information for updating purposes. Microsoft may use this information solely to improve our products or to provide customized services or technologies to you. Microsoft may disclose this information to others, but not in a form that personally identifies you.

l. Internet-Based Services Components.

The Product contains components that enable and facilitate the use of certain Internet-based services. You acknowledge and agree that Microsoft may automatically check the version of the Product and/or its components that you are utilizing and may provide upgrades or fixes to the Product that will be automatically downloaded to a computer.

m. Upgrades from BackOffice Server or SBS.

When you install the Product, the Product replaces the component being upgraded, and you may use the Product in accordance with these use terms. The remaining components of BackOffice Server or SBS may only be used in accordance with the terms of the Microsoft End User License Agreement that accompanied the original product suite. After an upgrade of BackOffice Server, all products must run on the same Server on which the BackOffice Server is installed, unless the upgrade is an Enterprise or Commerce Edition, in which case you may use the Product as a stand-alone product in accordance with these use terms. After an upgrade of SBS, the Fax and Modem Software is no longer subject to the connection limitation for the SBS.

2. Internet Connector.

For each Internet Connector license you have acquired, you have the right to permit any number of Devices that are used by Authenticated Users or that use Windows 2000

Server Services to access a single copy of Windows 2000 Server or Windows 2000 Advanced Server, without the need to acquire Windows 2000 Server CALs for each Device, provided such Devices are used only by Internet Users.

3. Terminal Services Internet Connector.

For each Internet Connector license you have acquired, you have the right to permit any number of Devices to access the Terminal Services of a single copy of Windows 2000 Server or Windows 2000 Advanced Server, without the need to acquire Windows 2000 Server CALs and Terminal Server CALs, Windows 2000 Professional Licenses or Windows XP Professional Licenses for each Device, provided that such Devices are used only by Internet Users and a maximum of 200 Devices are connected to the Product and using Terminal Services at any one time.

» See the TSEC downgrade rights in the section covering Windows Server 2003 for special offering to enable users to access Windows 2000 Server Terminal Services.

4. CAL Use Rights.

Unless otherwise noted, defined terms have the same meaning as in product use rights for your licensed copies of Windows 2000 Server and Windows 2000 Advanced Server. For each Windows 2000 Server or Terminal Services CAL acquired, you may access or otherwise use the services or functionality of licensed Server Software in the manner provided for in such product use rights.

5. MultiLanguage Versions.

Use of MultiLanguage Versions (“OS Components”) is subject to the terms and conditions of the agreement (“EULA”) under which you have licensed the applicable Microsoft operating system product (“OS Product”) described below and these terms and conditions. If you do not have a valid EULA for any OS Product (Microsoft Windows 2000 Server, or Microsoft Windows 2000 Advanced Server), you are not authorized to install, copy or otherwise use the OS Components. Capitalized terms used and not otherwise defined here have the meanings assigned to them in the applicable OS Product EULA. To the extent that these terms conflict with terms in the applicable OS Product EULA,

these terms control solely with respect to the OS Components. General. The OS Components are provided to you by Microsoft to update, supplement, or replace existing functionality of the applicable OS Product.

6. Work at Home.

» *While authenticated access to a Windows 2000 Server otherwise requires a Windows 2000 Server CAL, accessing Terminal Services from a Home Device under a Work-at-Home license does not require a Windows 2000 Server or Terminal Services CAL; however, in order for the corresponding At-Work Device to access Terminal Services, the user under the Work-at-Home license must be the primary user of an At-Work Device which is licensed for both (i) a Windows 2000 CAL or BackOffice CAL and (ii) either a Terminal Services CAL or a Windows 2000 Professional license. Work-at-Home access rights for Terminal Services are licensed separately from the corresponding access rights for your "At-Work Devices."*

Subject to the limitations, requirements and restrictions identified below, for each Work at Home license acquired, you may permit one Work-at-Home Employee to access or otherwise utilize the Terminal Services of the Microsoft Server Software identified on your License Confirmation (the "Server Software"), where such Server Software is licensed by you, via a direct or indirect connection between a single home Device ("Home Device") and the Server running the Server Software, solely for work-related purposes. "Work-at-Home Employee" means an employee of yours (or an independent contractor providing substantially full-time services to you of the type that are customarily performed by your employees) who is the primary user of an At-Work Device. "At-Work Device" means a Device provided by you from which the Terminal Services may be accessed or otherwise utilized. In place of the version of the Server Software identified on the License Confirmation (or equivalent evidence of license), the Work-at-Home Employee may access or otherwise utilize the Terminal Services of any later version of the Server Software he or she may properly access or otherwise utilize from his or her At-Work Device pursuant to a license or upgrade right (e.g., under Upgrade Advantage or an Enterprise Enrollment). You agree to maintain records adequate to permit identification of the

number and identity of Work-at-Home Employees permitted to access or otherwise utilize the Terminal Services. In addition to the notice to user requirements described in your license agreement, you agree to notify each Work-at-Home Employee that accesses or otherwise utilizes the Terminal Services from a Home Device pursuant to these provisions that such access or utilization: (i) must be for work-related purposes; and (ii) must be terminated immediately upon any event which causes him or her no longer to be a Work-at-Home Employee. Notwithstanding anything to the contrary in your license agreement, Work-at-Home licenses are not transferable under any circumstances without the prior written consent of Microsoft.

X. Windows NT 4.0 Server

1. Server Use Rights.

a. Installation—Server Software.

Installation—Server Software. Several copies of the Server Software, each of which is compatible with a different microprocessor architecture (such as the x86 architecture or various RISC architectures), may be provided. At any given time, you may install one copy of the Server Software for only one of those architectures on a single computer.

Use of the Server Software. For each license acquired, you may use one copy of the Server Software on one Server. You must acquire a separate CAL for each unique Device which accesses or otherwise utilizes the services or functionality of the Server Software, whether you use the Client Software or any other software to do so, unless otherwise provided. This is known as using the Server Software in Per Seat Mode. However, you may elect to use the Server Software (but not Microsoft Windows NT Server, Terminal Server Edition) in Per Server Mode.

Use of the Client Software. You may use the Client Software provided that you acquire CALs as required above, and subject to any limitations set forth below.

b. Processor Limitation.

The Server Software may be used by no more than four (4) processors of the Server at any one time, unless you have Windows NT Server, Enterprise Edition, in which case the

Server Software may be used by no more than eight (8) processors of the Server at any one time.

c. Client Access.

You need a separate CAL in order to access or otherwise utilize the following Windows NT Server basic network/application services, components or functionality: File Services (accessing or managing files or disk storage), Printing Services (printing to a server managed by a Windows NT Server), Microsoft Message Queue Server (sending or receiving messages from Microsoft Message Queue Server), Microsoft Transaction Server (invoking component-based applications managed by Microsoft Transaction Server), Remote Access Service (accessing the server from a remote location through a communications link), and Terminal Server Services (as defined below). Note: Remote Access Service includes the use of Internet Connection Services, including Internet Authentication Services (validation or transference of a remote access request) or Connection Point Services (remotely configuring the Microsoft Connection Manager Client with new phone numbers or other data). You do not need a CAL for Windows NT Server to access or otherwise utilize any other Windows NT Server services or functionality.

d. Note on Microsoft FrontPage Software.

Windows NT Server contains Microsoft FrontPage software, which allows a single user to develop and maintain an Internet/intranet Web site. For each license acquired, you may install and use one copy of Microsoft FrontPage on a single Device.

e. Microsoft Site Server Express.

You may freely copy and distribute Microsoft Site Server Express for your use on any computer within your organization.

f. SQL Server Feature.

Windows NT Server, Enterprise Edition may install an additional feature which is a restricted version of Microsoft SQL Server. If such feature is installed, you may use it solely in support of the Microsoft Message Queue Server directory functions. You do not need to acquire a separate CAL for Microsoft SQL Server to use the services of Microsoft

Message Queue Server to access or otherwise utilize the services of the restricted Microsoft SQL Server feature of Microsoft Windows NT Server, Enterprise Edition.

g. Windows NT Load Balancing Service (the “OS Component”).

You may reproduce, install and use one copy of the OS Component on a single computer that is validly licensed to run Windows NT Server, Enterprise Edition 4.0. If you have multiple validly licensed copies of Windows NT Server, Enterprise Edition 4.0, you may reproduce, install and use one copy of the OS Component on all of your computers that are validly licensed to run Windows NT Server, Enterprise Edition 4.0 provided that you use such additional copies of the OS Component in accordance with the terms and conditions set forth above.

2. Windows NT CAL Use Rights.

Unless otherwise noted, defined terms have the same meaning as in the Server use rights section above. For each CAL acquired, you may access or otherwise use the services or functionality of licensed copies of Windows NT Server in the manner provided for in the Server use rights section. Each CAL for Microsoft Windows NT Server used in the Per Seat Mode may also be used to access or otherwise use the services or functionality of Microsoft Windows NT Server, Terminal Server Edition, provided that you comply with the terms and conditions set forth in the Server Use Rights section above.

» *For rights and restrictions on accessing or otherwise utilizing Terminal Services under a Work-at-Home license, see the Work-at-Home section above under Windows 2000 Server.*

Y. Windows Services for Unix 3.5

1. Installation—Server Software.

For each license acquired, you may install and use one copy of the Server Software on a single Server. You may not separate component parts of the Server Software for use on more than one Server.

2. Note on Server for NFS Authentication.

In addition to the rights granted in Section above, you may install and use the “Server for

NFS Authentication” portion of the Server Software on any Device which is running a validly licensed copy of Microsoft Server Products and acting as a primary or backup domain controller, for the purpose of enabling user authentication and access to the services of the Server Software. **Note on Server for NIS.** In addition to the rights granted in Section 1(a) above, you may install and use the “Server for NIS” portion of the Server Software on any Device which is running a validly licensed copy of Microsoft Windows Server 2003, Microsoft Windows 2000 Server or Microsoft Windows 2000 Advanced Server acting as a domain controller, solely for the purpose of enabling a Windows 2000 or Windows Server 2003-based domain-controller computer to be a master NIS server, or a subordinate NIS server to another Windows 2000 Server or Windows Server 2003 running Server for NIS.

3. Password Synchronization

You may install and use the “Password Synchronization” portion of the Software (“Password Synchronization Component”) on any Device which is running a validly licensed copy of UNIX operating system software, for the purpose of enabling the compatibility of such UNIX operating system with the Microsoft Server Products password synchronization service. You may modify the source code for this Password Synchronization Component to port it to any version of a UNIX operating system. You may also use, reproduce, and distribute (and sublicense these rights to third parties, including the right to sublicense to further third parties) the UNIX Synchronization Service, as modified (“Distributables”), in source and/or object code forms, solely for the purpose of receiving password updates to and from Devices running Microsoft Server Products, provided that (i) you do not use Microsoft’s name, logo, or trademarks to advertise, market or promote your Distributables without the express written permission of Microsoft; (ii) you include a valid copyright notice on your Distributables; (iii) you agree to be completely responsible for any costs or damages that arise or result from the use or distribution of your Distributables.

4. Component Products.

The Software includes certain components licensed to Microsoft from third parties (each, a “Component Software”). Component Software

may contain its own license agreement or copyright notice (each, a “Component Agreement”). The Component Agreements are located on the Software media at \DOCS\CPYRIGHT.TXT and \DOCS\GPL.TXT. In the event of inconsistencies between this Section or your license agreement and any Component Agreement, the terms of the Component Agreement control solely with respect to that Component Software.

Z. Services for Unix 3.0

1. Installation—Server Software.

For each license acquired, you may install and use one copy of the Server Software on a single Server. You may not separate component parts of the Server Software for use on more than one Server.

2. Installation on Windows NT Workstation, Windows 2000 Professional, or Windows XP Professional.

If you install the Server Software on a Device that is running Microsoft Windows NT Workstation (with Windows NT 4.0 Service Pack 6a or above), Windows 2000 Professional, or Windows XP Professional, you may permit a maximum of ten (10) Devices to simultaneously access or use the Server Software. A Device which “visits” the Server Software is accessing or using the Server Software. For purposes of the previous sentence, a “visit” means a series of one or more requests from a Device to the Server Software. A visit ends when such Device does not make any additional requests of the Server Software for a period of five (5) minutes or more. The ten (10) use maximum includes any indirect connections made through software or hardware which pools or aggregates connections.

3. Installation on Microsoft Windows Server Products.

If you install the Server Software on a Server that is running Microsoft Windows Server 2003, Standard Edition, Microsoft Windows Server 2003, Enterprise Edition, Microsoft Windows Server 2003, Datacenter Edition (“Windows Server 2003 Products”), Microsoft Windows NT Server (with Windows NT 4.0 Service Pack 6a or above), Windows 2000 Server, Windows 2000 Advanced Server, Windows 2000 Datacenter Server (collectively with the Windows Server 2003 Products, “Microsoft Server Products”), you must use the

Server Software in the same “mode” as the Microsoft Server Product on such Server is being used. If it is used in “Per Seat” or “Per Device or Per User” mode, you must acquire a Windows Server Product client access license for each Device that accesses or otherwise uses the services of the Server Software, or with the Windows Server 2003 Products, for each individual person who access or otherwise uses the services of the Server Software (“User”). If it is used in “Per Server Mode,” the maximum number of Devices or Users that may access or otherwise utilize the services of the Server Software at a given point in time is equal to the number of client access licenses that you have acquired and designated for use exclusively with the Device which is running the Server Software. Devices to which a client access license has been designated may also access Server Software running in the Per Server Mode, provided the additional access is within that Device’s maximum licensed capacity. If you have already acquired a client access license to access or otherwise utilize the basic services of the Microsoft Server Product, that client access license gives you the right to access and utilize the Server Software.

4. Server for NFS Authentication.

You may install and use the “Server for NFS Authentication” portion of the Server Software on any Device which is running a validly licensed copy of Microsoft Server Products and acting as a primary or backup domain controller, for the purpose of enabling user authentication and access to the services of the Server Software.

5. Server for NIS.

You may install and use the “Server for NIS” portion of the Server Software on any Device which is running a validly licensed copy of Microsoft Windows 2000 Server, Microsoft Windows 2000 Advanced Server, Windows Server 2003, Standard Edition or Windows Server 2003, Enterprise Edition, acting as a domain controller, solely for the purpose of enabling a Windows 2000-based or Windows 2003 based domain-controller computer to be a master NIS server, or a subordinate NIS server to another Windows Server running Server for NIS.

6. Password Synchronization

You may install and use the “Password Synchronization” portion of the Software (“Password Synchronization Component”) on any Device which is running a validly licensed copy of UNIX operating system software, for the purpose of enabling the compatibility of such UNIX operating system with the Microsoft Server Products password synchronization service. You may modify the source code for this Password Synchronization Component to port it to any version of a UNIX operating system. You may also use, reproduce, and distribute (and sublicense these rights to third parties, including the right to sublicense to further third parties) the UNIX Synchronization Service, as modified (“Distributables”), in source or object code forms, solely for the purpose of receiving password updates to and from Devices running Microsoft Server Products, provided that (i) you do not use Microsoft’s name, logo, or trademarks to advertise, market or promote your Distributables without the express written permission of Microsoft; (ii) you include a valid copyright notice on your Distributables; (iii) you agree to be completely responsible for any costs or damages that arise or result from the use or distribution of your Distributables.

7. Component Products.

The Software includes certain components licensed to Microsoft from third parties (each, a “Component Product”). A Component Product may contain its own license agreement or copyright notice (each, a “Component Agreement”). The Component Agreements are located on the Software media at \PUBS\CPYRIGHT.TXT and \PUBS\GPL.TXT. In the event of inconsistencies between this Section or your license agreement and any Component Agreement, the terms of the Component Agreement control solely with respect to that Component Product.

AA. Windows Small Business Server 2003 Standard Edition and Windows Small Business Server 2003 Premium Edition

» *This Software does not transmit any personally identifiable information from your Server to Microsoft computer systems without your consent. There are technological measures in the Software that are designed to prevent unlicensed use of the Software. We will use those measures to help ensure you have*

a valid Volume License Product Key for the Software. If you are not using a valid Volume License Product Key for the Software, you are not allowed to install the Software or future Software updates. Microsoft will not collect any personally identifiable information from your Server or any device during this process without your consent

1. Server Use Rights.

For purposes of clarification, the definition of Software includes all the technologies included in Windows Small Business Server 2003, including Windows Server for Small Business Server and the following other technologies: Exchange Server, Outlook, Health Monitor, Shared Fax Service, and ActiveSync. For Windows Small Business Server 2003, Premium Edition, the definition of Software also includes the SQL Server and ISA Server, technologies.

a. Installation, Server Software.

For each license acquired, you may install one copy of Server Software on a single Server. Such Server may not be accessed by more than 75 Users or Devices (inclusive of any indirect connections made through software or hardware that pools or aggregates connections). With respect to Windows Small Business Server 2003, Premium Edition, you may install any number of instances of the SQL Server portion of the Server Software on that server. An "instance" means a running copy of the SQL Server portion of the Server Software. Separate portions of the Server Software may not be used on more than one Server. You may not install another copy of the Server Software on the same Server (whether in a separate partition, by using server emulation software, or otherwise). An additional license is required if you install or run a copy of the Server Software on a different Server (for example, a Server employed for backup or fail-over support). However, regardless of the number of licenses you acquire for the Software you may not install or run the Server Software on another Server within the same domain, except for the limited period of time necessary to migrate data from one server to another.

b. Processor Rights.

You may use Server Software with up to two CPUs of the Server at any one time.

c. Installation, Device Software.

Provided that you have a dedicated SBS CAL (defined in Section d below) for each User or Device:

- You may install and use the Device Software (except for the ActiveSync and Outlook portions

of the Device Software) on up to 75 Devices solely for use in conjunction with the Server Software;

- You may install and use up to 75 copies of the ActiveSync portion of the Device Software on computers that exchange data and software with Devices running a validly licensed copy of Microsoft Windows CE (including without limitation Devices running Microsoft Pocket PC Software and Microsoft Smartphone Software); and
- You may install and use up to a total of 75 copies of (i) the Outlook portion of the Software and/or, provided that you have obtained a valid license for such version, (ii) Microsoft Outlook 2002 or any prior version.

d. CALs.

The Software licensing model consists of the Server Software license and incremental CALs, so that the total cost for licensing the Software scales with usage.

i. Windows Small Business Server CAL ("SBS CALs") Requirements.

In addition to the license for the Server Software, you must acquire an SBS CAL for each individual person ("User") or Device that accesses or uses the Server Software, whether directly or through a Multiplexing Service (defined below). However, you do not need to acquire an SBS CAL for any User or Device that accesses the Server Software solely through the Internet and is not authenticated or otherwise individually distinguished by the Server Software or a Multiplexing Service (for example, by browsing a public website anonymously). A "Multiplexing Service" is a software application or service accessing or using the Server Software at the request of or on behalf of a User or Device.

ii. Types of SBS CALs.

Two different types of SBS CALs are available to you: "Device" and "User." Each SBS Device CAL permits one Device (used by any User) to access or use the Server Software. Each SBS User CAL permits one User (using any Device) to access or use the Server Software. You may use a mix of up to a total of 75 SBS Device CALs and SBS User CALs simultaneously with the Server Software. A separate SBS CAL is required for each Device or User that accesses or uses Server Software on any of your Servers.

e. Premium Services.

Microsoft may subsequently create new software functionality ("Premium Services") that you may wish to

use with this version of the Software. To make these Premium Services available to you for use with this version of the Software, Microsoft may provide them under additional license terms and may charge additional access license fees for you to install and use them, if you choose.

f. Redistributable Code.

Certain portions of the Software, as described in this section, are provided to you with additional license rights. These additional license rights are conditioned upon your compliance with the distribution requirements and license restrictions described in Section g below.

i. Sample Code. Microsoft grants you the right to: (a) use and modify the source code version of those portions of the Software identified as “Samples” in the samples directory or elsewhere in the Software (“Sample Code”) for the sole purposes of designing, developing, and testing your software product(s), and (b) a limited, nonexclusive, royalty-free right to reproduce and distribute the Sample Code, along with any modifications thereof, in object code form only.

ii. Redistributable Code. Microsoft grants you a nonexclusive, royalty-free right to reproduce and distribute the object code form of any portion of the Software listed in the REDIST.TXT files (“Redistributable Code”).

g. Distribution Requirements and Other License rights and Limitations.

If you choose to exercise your rights under Section f above, any redistribution by you is subject to your compliance with this Section g.

i. Redistribution Requirements. If you choose to redistribute Sample Code (including any modifications thereto), or Redistributable Code (collectively, the “Redistributables”) as described in Section e above, you agree: **(a)** to distribute the Redistributables only in object code form and in conjunction with and as a part of a software application product developed by you that adds significant and primary functionality to the Redistributables (“Licensee Software”); **(b)** that the Redistributables only operate in conjunction with Microsoft Windows platforms; **(c)** that if the Licensee Software is distributed beyond your premises or externally your organization, to distribute the Licensee Software containing the Redistributables pursuant to an end user license agreement (which may be “break-the-seal”, “click-wrap” or signed), with terms no less protective than those contained in these product use rights and your license agreement; **(d)** not to use Microsoft’s name, logo, or trademarks to market the

Licensee Software; **(e)** to display your own valid copyright notice which shall be sufficient to protect Microsoft’s copyright in the Software; **(f)** not to remove or obscure any copyright, trademark or patent notices that appear on the Software as delivered to you; **(g)** to be completely responsible for any costs or damages that arise or result from the use or distribution of the Licensee Software; **(h)** to otherwise comply with the terms of these product use rights; and **(i)** that Microsoft reserves all rights not expressly granted.

ii. No Further Redistribution. You also agree not to permit further distribution of the Redistributables by your end users *except* you may permit further redistribution of the Redistributables by your distributors to your end-user customers if your distributors only distribute the Redistributables in conjunction with, and as part of, the Licensee Software, you comply with all other terms of these product use rights, and your distributors comply with all restrictions of these product use rights and your license agreement that are applicable to you.

iii. Additional Redistribution Requirements. If you use the Redistributables, then in addition to your compliance with the applicable distribution requirements described for the Redistributables, the following also applies. Your license rights to the Redistributables are conditioned upon your not (A) creating derivative works of the Redistributables in any manner that would cause the Redistributables in whole or in part to become subject to any of the terms of an Excluded License; or (B) distributing the Redistributables (or derivative works thereof) in any manner that would cause the Redistributables to become subject to any of the terms of an Excluded License. An “Excluded License” is any license that requires as a condition of use, modification and/or distribution of software subject to the Excluded License, that such software or other software combined and/or distributed with such software be (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge.

iv. SQL Server Redistributables. If the Software is Microsoft Windows Small Business Server 2003, Premium Edition and you choose to redistribute the Microsoft SQL Server Desktop Engine and/or the files listed in the REDIST.TXT file of SQL Server portion of the Software (“SQL Redistributables”), in addition to the restrictions in subsections (i)-(iii) of this Section g, you also agree: (i) that Licensee Software shall not substantially duplicate the capabilities of Microsoft Access or, in the reasonable opinion of Microsoft, compete with same; and (ii) that unless Licensee

Software requires your customers to license Microsoft Access in order to operate, you shall not reproduce or use the SQL Redistributables for commercial distribution in conjunction with a general purpose word processing, spreadsheet or database management software product, or an integrated work or product suite whose components include a general purpose word processing, spreadsheet, or database management software product except for the exclusive use of importing data to the various formats supported by Microsoft Access. Note: A product that includes limited word processing, spreadsheet or database components along with other components which provide significant and primary value, such as an accounting product with limited spreadsheet capability, is not considered to be a "general purpose" product.

h. Microsoft Windows Small Business Server 2003, Premium Edition.

For Windows Small Business Server 2003, Premium Edition, the following additional provisions apply:

i. SQL Server. You may only use the Management Tools, Books-Online, and Development Tools included in the SQL Server portion of the Server Software for internal use in conjunction with your use of the SQL Server portion of the Server Software.

ii. Microsoft Office FrontPage 2003. You may install and use the Microsoft Office FrontPage 2003 software provided with the Software in accordance with the terms and conditions set forth in the product use rights for such software in the Applications section of this document.

i. Windows Small Business Server 2003. Conflicting Terms.

The terms and conditions set forth in these product use rights for Microsoft Windows Small Business Server 2003 supercede the terms and conditions contained in any license for the Server Software and Device Software portions of the Software which may be included in the Software, except for the product use rights applicable to Microsoft Office FrontPage 2003 software.

j. Report-Writing Runtime Software Limitations.

The Software may contain report-writing runtime software ("Runtime Software"). Other than use with the Software, you may not use the Runtime Software with any other software application nor use the Runtime Software as part of any process or system that is used to automatically deliver, share or distribute documents or other work created using the Runtime Software.

k. Data Storage.

The Server Software contains portions that use the data storage technology known as Microsoft SQL Server Desktop Engine ("MSDE"). All copies and instances of

MSDE contained in or installed by those portions of the Server Software, excluding the SQL Redistributables, may be used only by those portions of the Server Software. Any such copy or instance of MSDE may not be accessed or used for any other purpose. For example, applications may not be created or run on the Server Software if they access or use the services or functionality of any copy or instance of MSDE contained in or installed by those portions of the Software. In addition, any MSDE network library files that are disabled at the time you first install the Server Software may not be re-enabled.

I. Automatic Internet-Based Services.

The Software features described below are enabled by default to connect via the Internet to Microsoft computer systems automatically, without separate notice to you. You consent to the operation of these features, unless you choose to switch them off or not use them.

Microsoft does not obtain personally identifiable information through any of these features. For more information about these features, please see your Software documentation or the Microsoft online support site.

i. Windows Update Features. Under the Software's default configuration, if you connect a device to your Server and the correct device driver is not available on your Server, then Windows Update features on your Server (including Device Manager and the Plug & Play CDM Module) automatically attempt to check Microsoft computer systems via the Internet for the correct device driver. Having this happen automatically makes Plug-and-Play installation of new hardware a better experience for customers. You may switch off Windows Update's automatic driver checking feature.

ii. Web Content Features. Under the Software's default configuration, if you are connected to the Internet, several features of the Software are enabled by default to retrieve content from Microsoft computer systems and display it to you. When you activate such a feature, it uses standard Internet protocols, which transmit the type of operating system, browser and language code of your Server to the Microsoft computer system so that the content can be viewed properly from your Server. These features only operate when you activate them, and you may choose to switch them off or not use them. Examples of these features include Windows Catalog, Search Assistant, and the Headlines and Search features of Help and Support Center.

iii. Digital Certificates. Use of certificates based on the X.509 standard is an important security feature of the Software. Certain functions of the X.509 implementation (for example, certificate revocation checking and certificate path building) connect via the Internet to

computer systems belonging to Microsoft and other digital certificate authorities to check the validity of digital certificates that you receive from third parties during certain Internet-based operations (for example, communications secured with SSL or IPsec, mail secured with S/MIME, and smartcard authentication). In accordance with the X.509 standard, the Software automatically retrieves user certificates and certificate revocation lists when you attempt to access certificate protected content. Additionally, the Software's Auto Root Update feature will occasionally update the list of trusted certificate authorities. Auto Root Update is an optional feature; you can uninstall it if you do not desire it to function. The other security operations based on the X.509 standard can be prevented from operating by blocking Server Internet access.

iv. Windows Media Digital Rights Management.

Content providers are using the digital rights management technology for Windows Media contained in this Software ("WM-DRM") to protect the integrity of their content ("Secure Content") so that their intellectual property, including copyright, in such content is not misappropriated. Portions of this Software and third party applications such as media players use WM-DRM to play Secure Content ("WM-DRM Software"). If the WM-DRM Software's security has been compromised, owners of Secure Content ("Secure Content Owners") may request that Microsoft revoke the WM-DRM Software's right to copy, display and/or play Secure Content. Revocation does not alter the WM-DRM Software's ability to play unprotected content. A list of revoked WM-DRM Software is sent to your computer whenever you download a license for Secure Content from the Internet. Microsoft may, in conjunction with such license, also download revocation lists onto your computer on behalf of Secure Content Owners. Secure Content Owners may also require you to upgrade some of the WM-DRM components in this Software ("WM-DRM Upgrades") before accessing their content. When you attempt to play such content, WM-DRM Software built by Microsoft will notify you that a WM-DRM Upgrade is required and then ask for your consent before the WM-DRM Upgrade is downloaded. WM-DRM Software built by third parties may do the same. If you decline the upgrade, you will not be able to access content that requires the WM-DRM Upgrade; however, you will still be able to access unprotected content and Secure Content that does not require the upgrade. WM-DRM features that access the Internet, such as acquiring new licenses and/or performing a required WM-DRM Upgrade, can be switched off. When these features are switched off, you will still be able to play Secure Content if you have a valid license for such content already stored on your computer.

v. Windows Media Player. Some features of Windows Media Player automatically contact Microsoft computer systems if you use Windows Media Player or specific features of it: features that (A) check for new codecs if your Server does not have the correct ones for content you attempt to play (this feature may be switched off), and (B) check for new versions of Windows Media Player (this feature will operate only when you are using Windows Media Player).

m. NOTICE REGARDING MPEG-4 VISUAL DECODERS FOR WINDOWS MEDIA PLAYER.

USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C. MPEG LA, L.L.C., has contractually obligated Microsoft to provide this notice.

2. Windows Small Business Server 2003 CAL Use Rights.

Unless otherwise noted, defined terms have the same meaning as in the product use rights for your licensed copies of Window Small Business Server 2003. For each CAL acquired, you may access or otherwise use the services or functionality of the Server Software in the manner provided for in the product use rights for your licensed copies of Window Small Business Server 2003.

BB. Windows Server 2003 for Small Business Server

» *This Software does not transmit any personally identifiable information from your Server to Microsoft computer systems without your consent.*

1. Server Use Rights.

a. Installation, Server Software.

For each license acquired, you may install one copy of Server Software on a single Server. Such Server may not be accessed by more than 15 Users or Devices (inclusive of any indirect connections made through software or hardware that pools or aggregates connections). Separate component parts of the Server Software may not be used on more than one Server. You may not install another copy of the Server Software on the same Server (whether in a separate partition, by using server emulation software, or otherwise). An

additional license is required if you install or run a copy of the Server Software on a different Server (for example, a Server employed for backup or fail-over support). However, regardless of the number of licenses you acquire for the Software you may not install or run the Server Software on another Server within the same domain, except for the limited period of time necessary to migrate data from one server to another.

b. Processor Rights.

You may use the Software with up to two CPUs of the Server at any one time

c. Installation, Device Software.

You may install and use the Device Software on up to 15 Devices solely to access or use the Server Software, provided that you have a dedicated Window CAL (defined in Section f below) for each User or Device.

d. Volume License Product Key Validation.

There are technological measures in the Software that are designed to prevent unlicensed use of the Software. We will use those measures to help ensure you have a valid Volume License Product Key for the Software. If you are not using a valid Volume License Product Key for the Software, you are not allowed to install the Software or future Software updates. Microsoft will not collect any personally identifiable information from your Server or any device during this process without your consent

e. CALs.

The Software licensing model consists of an operating system license and incremental CALs, so that the total cost for licensing the Software scales with usage. Several CAL types and licensing modes are available to suit your individual needs.

i. Windows Server 2003 for Small Business Server CAL (“Windows for SBS CAL”) Requirements.

In addition to the license for the Server Software, you must acquire a Windows for SBS CAL for each User or Device that accesses or uses the Server Software, whether directly or through a Multiplexing Service (defined below). For example, a Windows for SBS CAL is required for each User or Device that uses any of the following services of the Server Software:

- authentication services (when user or application credentials are exchanged between the Server Software and a User or Device),
- file services (accessing or managing files or disk storage),
- printing services (printing to a printer managed by the Server Software), or

- remote access service (accessing the Server from a remote location through a communications link, including a virtual private network).

However, you do not need to acquire a Windows for SBS CAL for any User or Device that accesses the Server Software solely through the Internet and is not authenticated or otherwise individually distinguished by the Server Software or a Multiplexing Service (for example, by browsing a public website anonymously). A “Multiplexing Service” is a software application or service accessing or using the Server Software at the request of or on behalf of a User or Device.

ii. Types of Windows for SBS CALs.

Two different types of Windows for SBS CALs are available to you: “Device” and “User.” Each Windows for SBS Device CAL permits one Device (used by any User) to access or use the Server Software. Each Windows for SBS User CAL permits one User (using any Device) to access or use the Server Software. You may use a mix of up to a total of 15 Windows for SBS Device CALs and Windows for SBS User CALs simultaneously with the Server Software.

f. Premium Services.

We may subsequently create new software functionality (“Premium Services”) that you may wish to use with this version of the Software. To make these Premium Services available to you for use with this version of the Software, we may provide them under additional license terms and may charge additional access license fees for you to install and use them, if you choose.

g. Description of Other Rights and Limitations.

i. Component Data Storage. The 32-bit version of the Software contains components that use the data storage technology known as Microsoft SQL Server Desktop Engine (“MSDE”). All copies and instances of MSDE contained in or installed by those Software components may be used only by those Software components. Any such copy or instance of MSDE may not be accessed or used for any other purpose. For example, applications may not be created or run on the Software if they access or use the services or functionality of any copy or instance of MSDE contained in or installed by those Software components. In addition, any MSDE network library files that are disabled at the time you first install the Software may not be re-enabled.

ii. Automatic Internet-Based Services.

The Software features described below are enabled by default to connect via the Internet to Microsoft computer systems automatically, without separate notice to you. You consent to the operation of these features, unless you choose to switch them off or not use them. **Microsoft does not obtain personally identifiable information through any of these features.** For more information about these features, please see your Software documentation or the Microsoft online support site.

(a) Windows Update Features. Under the Software's default configuration, if you connect a device to your Server and the correct device driver is not available on your Server, then Windows Update features on your Server (including Device Manager and the Plug & Play CDM Module) automatically attempt to check Microsoft computer systems via the Internet for the correct device driver. Having this happen automatically makes Plug-and-Play installation of new hardware a better experience for customers. You may switch off Windows Update's automatic driver checking feature.

(b) Web Content Features. Under the Software's default configuration, if you are connected to the Internet, several features of the Software are enabled by default to retrieve content from Microsoft computer systems and display it to you. When you activate such a feature, it uses standard Internet protocols, which transmit the type of operating system, browser and language code of your Server to the Microsoft computer system so that the content can be viewed properly from your Server. These features only operate when you activate them, and you may choose to switch them off or not use them. Examples of these features include Windows Catalog, Search Assistant, and the Headlines and Search features of Help and Support Center.

(c) Digital Certificates. Use of certificates based on the X.509 standard is an important security feature of the Software. Certain functions of the X.509 implementation (for example, certificate revocation checking and certificate path building) connect via the Internet to computer systems belonging to Microsoft and other digital certificate authorities to check the validity of digital certificates that you receive from third parties during certain Internet-based operations (for example, communications secured with SSL or IPsec, mail secured with S/MIME, and smartcard authentication). In accordance with the X.509 standard, the Software automatically retrieves user certificates and certificate revocation lists when you attempt to access certificate protected content. Additionally, the Software's Auto Root

Update feature will occasionally update the list of trusted certificate authorities. Auto Root Update is an optional feature; you can uninstall it if you do not desire it to function. The other security operations based on the X.509 standard can be prevented from operating by blocking Server Internet access.

(d) Windows Media Digital Rights Management.

Content providers are using the digital rights management technology for Windows Media contained in Windows Server 2003, Standard Edition and Windows Server 2003 Enterprise Edition ("WM-DRM") to protect the integrity of their content ("Secure Content") so that their intellectual property, including copyright, in such content is not misappropriated. Portions of such Software and third party applications such as media players use WM-DRM to play Secure Content ("WM-DRM Software"). If the WM-DRM Software's security has been compromised, owners of Secure Content ("Secure Content Owners") may request that Microsoft revoke the WM-DRM Software's right to copy, display and/or play Secure Content. Revocation does not alter the WM-DRM Software's ability to play unprotected content. A list of revoked WM-DRM Software is sent to your computer whenever you download a license for Secure Content from the Internet. Microsoft may, in conjunction with such license, also download revocation lists onto your computer on behalf of Secure Content Owners. Secure Content Owners may also require you to upgrade some of the WM-DRM components in this Software ("WM-DRM Upgrades") before accessing their content. When you attempt to play such content, WM-DRM Software built by Microsoft will notify you that a WM-DRM Upgrade is required and then ask for your consent before the WM-DRM Upgrade is downloaded. WM-DRM Software built by third parties may do the same. If you decline the upgrade, you will not be able to access content that requires the WM-DRM Upgrade; however, you will still be able to access unprotected content and Secure Content that does not require the upgrade. WM-DRM features that access the Internet, such as acquiring new licenses and/or performing a required WM-DRM Upgrade, can be switched off. When these features are switched off, you will still be able to play Secure Content if you have a valid license for such content already stored on your computer.

(e) Windows Media Player. Some features of Windows Media Player automatically contact Microsoft computer systems if you use Windows Media Player or specific features of it: features that (A) check for new codecs if your Server does not have the correct ones for content you attempt to play (this feature may be switched off), and (B) check for new versions of Windows Media

Player (this feature will operate only when you are using Windows Media Player).

h. Upgrades/Downgrades.

i. Software upgrades for a component of Microsoft BackOffice Server (“BackOffice Server”).

If you upgrade to the Software from BackOffice Server, the remaining components may only be used in accordance with the terms of the Microsoft End User License Agreement that accompanied BackOffice Server. After an upgrade of BackOffice Server, all Software must run on the same Server on which BackOffice Server is installed, unless the upgrade is an Enterprise Edition, in which case you may use the Software as stand-alone software in accordance with the terms of these product use rights.

ii. CAL downgrades. You may use Windows for SBS CALs with an earlier version of the Software in accordance with the terms of these product use rights.

i. Notice Regarding MPEG-4 VISUAL DECODERS FOR WINDOWS MEDIA PLAYER.

USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (I) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (II) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C. MPEG LA, L.L.C., has contractually obligated Microsoft to provide this notice.

2. CAL Use Rights.

Unless otherwise noted, defined terms have the same meaning as in the product use rights for your licensed copies of Windows Server 2003 for Small Business Server. For each Windows for SBS CAL acquired, you may access or otherwise use the services or functionality of the Server Software in the manner provided for in the product use rights for your licensed copies of Windows Server 2003 for Small Business Server.

Microsoft Online Services

Microsoft Online Services: Definitions and General Use Rights and Restrictions

I. Definitions.

For the purposes of this General Use Rights and Restrictions section only:

“Data” means any content, instruction or other information that you provide to us or others in connection with an online service, and any item or service sold or advertised in connection with that content or information.

“Device” means a single personal computer, workstation, terminal, handheld computer, pager, telephone, personal digital assistant, server or other electronic device.

“online service” means a web-based service for which you may order online service subscriptions under your license agreement.

“online service subscription” means a product that you acquire under your license agreement that allows use of an online service for the term of your enrollment. Online service subscriptions include, for example, Services Subscription Licenses and User Subscription Licenses.

“Services Subscription License” or “Services SL” means a right you must acquire for the term of your Select or Enterprise enrollment, Open License Value Agreement or Open License Authorization number in order to obtain User Subscription Licenses for your Users and otherwise to use an online service.

“Terms of Service” mean the use rights we specify for your use of an online service.

“User” means an individual person.

“User Subscription License” or “User SL” means the right for a single User to use an online service for the term of your Select or Enterprise enrollment, Open License Value Agreement or Open License Authorization number.

II. General Use Rights and Restrictions.

These are general use rights and restrictions for all products that are online service subscriptions.

A. Online Service Subscription Requirements.

1. Services Subscription License.

In order to use an online service under your license agreement, you must acquire one or more Services SLs. The Terms of Service for each online service specify how to determine the number of Services SLs that you must acquire for your organization.

2. User Subscription License.

You may acquire User SLs under your license agreement only if you have acquired one or more Services SLs as required by the Terms of Service for each online service.

3. Other Types of Online Service Subscriptions.

The Terms of Service for each available online service specify whether there are other types of online services subscriptions available in connection with that online service.

B. Important Limitations for Online Services.

Unlike versioned software that you can license from us, the online services are, by their nature, dynamic and subscription-based offerings. **For this reason, notwithstanding anything to the contrary in your license agreement, our commitment on use rights does not apply to online services, and an online service subscription provides no perpetual right to use an online service.**

We will make commercially reasonable efforts to advise you, by electronic mail, posting on the site, or other means, of:

- changes to Terms of Service,
- updates to an online service, and
- suspension or discontinuation of an online service.

1. Changes to Terms of Service.

We may revise our Terms of Service for any online service from time to time. Revisions may occur in connection with:

- our change to features or functionality,
- our release of a new version,
- change in underlying technology or services supplied by a third party,
- issues of security or misuse of the online service, or
- applicable laws, regulations or court orders.

All amended terms will be effective when they appear in the Terms of Service (as part of an update to these product use rights or otherwise). You agree to be bound by any revised terms by using the online service after the revised terms are published. You should periodically examine the then-current Terms of Service.

2. Updates to Online Services.

We may release updates to any online service from time to time. We may add or withdraw features or functionality within an existing version of an online service. We may also replace an existing version with a new version. If you do not upgrade to an updated release or a new version, your use of an online service might be interrupted or terminated.

3. Suspension or Discontinuation of Online Services.

We may suspend or discontinue any online service or your use of any online service at any time, or from time to time, for any reason, including without limitation:

- loss of power or network connectivity,
- unavailability of third party information, content, or services,
- reasons in connection with applicable laws, regulations or court orders, or
- your violation of our Terms of Service.

4. Non-perpetual Use Rights.

Unlike any software for which you may acquire a perpetual use right, your right to use any online service terminates upon the expiration or termination of your online service subscription.

C. Indemnity.

You agree to be completely responsible for any costs or damages related to or arising from:

- any breach of any Terms of Service or of your license agreement in connection with your use of an online service;
- your use of any online service site;

- any Data;
- any defamatory, libelous or illegal material contained within your Data;
- any claim or contention that your Data infringes any third party's patent, copyright, trademark, trade secret or other intellectual property rights or violates any third party's rights of privacy or publicity; and
- any third party's access or use of your Data.

We reserve the right, at our own expense, to participate in the defense of any matter otherwise subject to indemnification from you, but shall have no obligation to do so. You shall not settle any such claim or liability without our prior written consent, which shall not be unreasonably withheld.

D. ADDITIONAL DISCLAIMER OF WARRANTIES.

NEITHER WE NOR OUR SUPPLIERS MAKE ANY WARRANTY THAT ANY ONLINE SERVICE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE.

E. Software Use Limitation.

YOU MAY ONLY USE MICROSOFT SOFTWARE OR AUTHORIZED THIRD-PARTY SOFTWARE, IF ANY, TO USE AN ONLINE SERVICE. You may not use any software or online services in conjunction with Microsoft software or authorized third-party software which modifies or reroutes, or attempts to modify or reroute, an online service. You may not authorize any third party to use an online service on your behalf using any automated process such as a BOT, a spider or periodic caching of information stored by us on your behalf without a separate written agreement with us.

F. No Unlawful or Prohibited Use; Responsibility for Your Account.

As a condition of your use of an online service, you must not use the online service for any purpose that is unlawful or prohibited by these Terms of Service or may cause us to violate any law or prohibition. You must not use the online service in any manner that threatens its integrity, performance or availability. You must not damage or impair the online service or interfere with any other party's use and enjoyment of it. You may not attempt to gain unauthorized access to any account, computer systems or networks associated with the online service or to otherwise interfere with or disrupt any accounts, computer systems or networks connected to the online service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the online service. You may not use the online service to obtain information to design, develop or update

unauthorized software for use of the online service. You may not charge others to use the online service either directly or indirectly without our express written agreement.

You agree to use an online service only to send, receive, link to and transfer appropriate messages and material. By way of example, and not as a limitation, you agree that when using an online service, you will not:

- Use the online service in connection with surveys, contests, multi-level or illegal marketing campaigns, pyramid schemes, chain letters, junk email, spamming or any duplicative, bulk or unsolicited commercial messages.
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Use a name or false identity for the purpose of misleading others.
- Publish, transfer, distribute, link to, advertise or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful Data, including "hate speech" or anything harmful to minors.
- Transfer, stream, or otherwise make available, files or other material that contain images, photographs, software or other material protected by intellectual property laws, including for example copyright or trademark laws, or by rights of privacy or publicity, unless you own or control the rights thereto or have received all necessary consents to do the same.
- Use any material or information, including images or photographs, which is made available through the online service in any manner that infringes any copyright, trademark, patent, trade secret, or other intellectual property right of any party.
- Transfer, stream, advertise, link to or otherwise make available, files or other material that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may defeat another's security measures, or damage the property of another or the operation of another's Device.
- Download any file or other material that you know, or reasonably should know, cannot be legally distributed in such manner.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the online service or other user or usage information or any portion thereof.

- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is transferred.
- Use any portion of the online service to harvest or otherwise collect information about others, including e-mail addresses.

We reserve the right to monitor the online service, and to edit, remove or transfer any information or materials posted within the online service in order to: (i) ensure compliance with your license agreement; (ii) satisfy any applicable law, regulation or legal process; or (iii) protect our rights or the rights of others.

You are responsible for all activities that occur in your online service account and for the use, security and confidentiality of your passwords and account information. You are responsible for any use or misuse of your account or an online service resulting from any third party using a password or user name issued to you. Microsoft is not responsible for fraud of participants or of other users of your account. You agree to notify us promptly of any known or suspected unauthorized use of your account or breach in security known to or suspected by you related to an online service.

You hereby authorize Microsoft to rely on any Data, notice, instruction or request furnished by you to Microsoft, or that Microsoft reasonably believes to have been furnished by you.

G. Other Applicable Terms of Use; Dealings with Third Parties.

For the terms and conditions governing your use of any Microsoft or authorized third party web site or service that enables you to use an online service other than the online service itself, please refer to the applicable terms of use for that web site or service.

You are solely responsible for any dealings or disputes with third parties (including advertisers) in connection with an online service, including without limitation the delivery of and payment for goods and services.

H. Software and Content Available on the Service.

All Microsoft content and software (if any) that is made available to view or download in connection with an online service ("Content") is owned by and is the copyrighted work of Microsoft and/or its suppliers and is licensed, not sold. Your use of that Content is governed by the terms of the license agreement, if any, which accompanies or is included with that Content. You may

not install or use any Content that is accompanied by or includes a license agreement unless you first agree to the license agreement terms. For any Content not accompanied by a license agreement, Microsoft hereby grants to you, the user, a non-exclusive, revocable, personal, non-transferable license to use that Content solely in connection with the online service in accordance with your license agreement. WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE CONTENT TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED. Your license to use the Content with the online service terminates when you terminate your use of the online service. Your license to use the Content with the online service may also terminate if we, in our sole discretion, modify the online service to no longer support that Content.

I. Materials You Post or Provide.

Some Microsoft software that accesses an online service allows you to submit materials for use in connection with the online service. For any materials you post or otherwise provide to us related to an online service (a "Submission"), you grant us permission to: (1) use, copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, modify, translate and reformat the Submission, each in connection with the online service, and (2) sublicense these rights. We will not pay you for your Submission. We may remove your Submission at any time. For each Submission, you represent that you have all rights necessary for you to make the grants in this paragraph.

J. Electronic Notices.

Notwithstanding any other notice provisions in your license agreement, you consent to Microsoft providing you any information regarding an online service in electronic form. We may provide that information to you via e-mail at the e-mail address you specified when you registered for the online service, by instant message to your account, or by access to a Microsoft web site. As long as you use the online service, you will have the necessary software and hardware to receive these notices. If you do not consent to receive any notices electronically, you must discontinue your use of the online service.

K. Notices and Procedures for Making Claims of Copyright Infringement.

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to Service Provider's Designated Agent. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE. [See](#)

[Notice and Procedure for Making Claims of Copyright Infringement](#) at <http://www.microsoft.com/info/cpyrtlnfrg.htm>.

III. Product Specific Use Rights and Restrictions.

A. Microsoft Business Network (MBN).

1. Types Of Online Service Subscriptions

There are three types of online service subscriptions available for the Microsoft Business Network:

- User Subscription License: You must have a User Subscription License for each of your employees who will access the online service.
- Services Subscription License: You must have one Services Subscription License for each Microsoft Business Solutions Business Network server software license you have.

» *You may be eligible for complimentary Services SLs to use the Microsoft Business Network online service. Please consult the Product List for the eligibility criteria.*

- Optional Community Building Services Subscription License: You must have a Community Building Services Subscription License to use the community builder functionality in your Microsoft Business Network server software.

You may not use a given online service unless you have paid the subscription fee for such offering.

2. Privacy and Your Customer Data

Your registration information and other information about you is subject to our Privacy Statement located at <http://mbn.microsoft.com/privacystatement.aspx>.

Microsoft Business Network will only use your customer data in accordance with the Privacy Statement. Microsoft reserves the right to disclose any information, content, or materials as necessary to satisfy any applicable law, regulation, legal process or government request or in accordance with Microsoft's Privacy Statement.

3. Employee Accounts

Your right to use the Microsoft Business Network is limited to you, your authorized employees and your designated agents. You may authorize your system administrator to create accounts for your employees and designated agents to use the Microsoft Business Network and the applicable User SL must be purchased in order for that employee's or designated agent's account to be opened and remain valid. You agree that you and any employee or designated agent that you authorize to use

the Microsoft Business Network will be jointly and severally responsible for any user account. Each account may only be used by a single employee or designated agent. You may reassign a User SL from one employee or designated agent to another, as long as the reassignment is made either (A) permanently away from an employee or designated agent or (B) temporarily to accommodate the use of the User SL by a temporary worker while a regular employee or designated agent is on leave. Any temporary or permanent replacement will be bound by these terms of service.

4. Limitations on Your Use of the Microsoft Business Network

You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products, services or benefits obtained from the Microsoft Business Network, except as expressly provided in these terms of service.

Any products or services that you advertise, sell, offer to sell or otherwise promote or distribute (or that is done on your behalf) must be legal for sale or distribution by you. You must have all licenses or permissions necessary to sell, offer to sell or advertise the goods or services offered for sale or distribution, and all sales, offers and advertisements must be in compliance with applicable law. By way of example, you may not sell, offer to sell, distribute, promote, facilitate, disseminate or link to any sites for marketing, sales, promotion, facilitation or distribution of illegal gambling (including gambling in connection with sporting events); food that does not comply with all applicable laws for sale to consumers by commercial merchants; illicit drugs; counterfeit, pirated or stolen goods; any goods or services that infringe or otherwise violate a third party's rights including copyright, patent, trademark, or rights of publicity or privacy; goods that are considered indecent, obscene or pornographic; Nazi memorabilia; registered or unregistered securities; goods or services that you cannot legally sell; goods which are misrepresented or which do not in fact exist; fraudulent goods; goods, services or activities that if sold via the Microsoft Business Network or your account would cause Microsoft to violate any law, statute or regulation; or any other illegal activity;

You must have and control all of the intellectual property, proprietary and similar rights necessary for all material in connection with your account, all submissions, and all products and services sold or otherwise distributed by you or on your behalf via the Microsoft Business Network.

The information provided by Microsoft to you may be proprietary in nature. You agree not to share any

information provided to you by or on behalf of Microsoft with any third party.

5. Silent Installation of Process Templates

If you respond to an invitation from a trading partner to engage in a trading relationship with you through the Microsoft Business Network, you acknowledge that the trading partner may install customized process templates relating to the relationship on your system without notification that such installation is happening. You agree to such installation and you agree that Microsoft shall have no liability whatsoever for any claims or damages related to such customized process templates or their installation.

6. Retention of Your Submissions

If you submit Data through the Store and Forward functionality of the Microsoft Business Network, such Data will be deleted and unavailable for retrieval by you or your trading partner at the earlier of (i) the date the Data are forwarded to the recipient, (ii) the date your subscription expires or (iii) one year from the date of submission.

7. Your Materials

By posting messages, uploading files (including graphics), inputting data, submitting any feedback or suggestions, or engaging in any other form of communication with or through the Microsoft Business Network, you represent and warrant that you own or otherwise control the rights necessary to do so and you will defend and be completely responsible for any costs or damages related to a breach of any of the foregoing representations or warranties.

8. Certain Limitations

The information, software, products, services and other material included in or available through the Microsoft Business Network may not be complete, and may include inaccuracies or errors. Microsoft is not liable for advice, information, products, services or other materials received via the Microsoft Business Network relating to personal, medical, legal, business, financial or other decisions. You acknowledge that you should consult an appropriate and qualified professional for specific advice tailored to your situation.

It is your responsibility to take the necessary steps to ensure your primary means of business is maintained. Microsoft is not responsible for any of your data residing on Microsoft Business Network hardware or systems, including such hardware or systems provided to Microsoft by third parties. Microsoft will make commercially reasonable efforts to provide a stable environment for your data, but you are solely responsible for maintaining and backing-up your data and information that may reside on the Microsoft Business Network hardware or systems,

including such hardware or systems provided to Microsoft by third parties, whether or not such information is produced through the use of Microsoft Business Network. This obligation includes any information regarding the operation or use of your account, catalogs, lists, order records, and other information you are providing or using in connection with your use of the Microsoft Business Network. Microsoft will not be liable for any damage, loss or disclosure of data, accounts, revenue or business arising out of or related to: (a) your use of the Microsoft Business Network; (b) your customers' use of the Microsoft Business Network and your products and services; (c) use of the Microsoft Business Network by any other party to whom you have given access to your company information for use of the Microsoft Business Network; (d) errors, bugs or other defects in the Microsoft Business Network; (e) lost company, customer or vendor information (e.g., billing information, credit card numbers, lost orders, etc.); (f) illegal or criminal activities; or (g) mistakes, omissions, interruptions, deletion of files or e-mail, loss of or damage to data, errors, defects, viruses, delays in operation, or transmission, or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction or unauthorized access to Microsoft's records, programs or services.

You acknowledge and agree that your ability to transact business using the Microsoft Business Network may be dependent upon third parties also obtaining an account with Microsoft Business Network. Microsoft will not be responsible for any failed transactions or other inability for you to use the Microsoft Business Network as a result of the failure of third parties to obtain or maintain their Microsoft Business Network accounts for any reason (including as a result of termination by Microsoft of their Microsoft Business Network accounts).

Microsoft is not liable for your actions with your customers or vendors, or the use of their information, or for any other actions arising from your use, or the use of other parties to whom you have given access to your Microsoft Business Network information, through the use of Microsoft Business Network. Microsoft is not responsible for fraud of participants or of other users of your account.

Microsoft is not involved in any transaction between you and your buyer or seller or other third parties with whom you may have transactions through the Microsoft Business Network or between you and any user of any products or services offered or provided by you or by a third party through the Microsoft Business Network. Microsoft is not responsible for screening, censoring or otherwise controlling your submissions, or any listings or

transactions offered or conducted via the Microsoft Business Network. You are deemed to have a direct commercial relationship with each third party that purchases goods or services from or undertakes any other transaction with you through Microsoft Business Network. Microsoft is not acting as your or any third party's agent in connection with the operation of Microsoft Business Network. You are solely responsible for: (a) processing customer orders or other transactions; (b) verifying the validity of incoming customer orders before finalizing the order; (c) informing customers of the status of such orders or transactions; (d) providing all customer support related to such orders or transactions (e.g., lost orders, billing disputes, payments, etc.); and (e) determining, collecting and remitting to the appropriate authority all taxes (if any) arising from or related to such orders or transactions. Further, because Microsoft is not involved in any orders or other transactions between you and other users of Microsoft Business Network, Microsoft cannot and will not be involved in resolving any disputes relating to any completed or uncompleted transactions or the purchase or sale of listed goods or otherwise.

Unless otherwise expressly stated in these Terms of Service, your payments for orders or transactions conducted on any Microsoft Business Network service will be paid to you directly from your designated acquiring bank, customers or other appropriate source ("payor"). Microsoft is not responsible for such payment, and will have no liability for any lost, disputed or fraudulent payment or tenders of payment, or other disputes arising between you and customers or payors.

B. MSN Messenger Connect.

1. Definitions.

For the purposes of this MSN Messenger Connect section only:

"Active Company Domain" means one or more of your top-level domain name(s) that you use as your Managed Namespace in connection with the MSN Messenger Connect Service. An Active Company Domain will only include Authorized Users.

"Authorized User" means a User for whom you have purchased a User Subscription License.

"Blocked Company Domain" means your top level domains in addition to the Active Company Domain and your other top level domain(s) for which you desire to prevent third parties from creating or provisioning new Passport identities within such Blocked Company Domain(s).

“Managed Namespace” means a feature of the MSN Messenger Connect Service that provides certain controls over the use of email addresses within the Active Company Domain (e.g., ___@xzy.com).

“MSN Messenger Connect Service” means Microsoft’s enhanced version of the Microsoft Messenger Service that Microsoft offers to Volume Licensing customers for non-personal use which is implemented using an authorized gateway and offers Managed Namespace and licensed connectivity to the Microsoft Messenger Service.

“Microsoft Messenger Service” means the instant message service operated by Microsoft, currently referred to as the Microsoft .NET Messenger Service, that Microsoft generally offers to consumer end users for personal use, including any upgrades, subsequent releases or future versions thereof.

“Passport” means the Microsoft Passport single sign-in authentication and identification service, including any updates or future versions thereof, which, among other things, is used to authenticate users of the MSN Messenger Connect Service.

2. MSN Messenger Connect Service Requirements.

a. Licenses.

i. User Subscription License. You must obtain one User SL for every Authorized User.

ii. Services Subscription License. You must obtain one Services SL for every Active Company Domain and Blocked Company Domain.

b. Authorized Gateway.

In order to use the MSN Messenger Connect Service, you must, at your own expense, obtain an authorized gateway from a gateway provider and deploy such authorized gateway as instructed by, and subject to any restrictions of, the gateway provider. You acknowledge that the authorized gateway is not a Microsoft product, and that the gateway provider is solely responsible for the performance of the authorized gateway. Your gateway provider is required to keep current with MSN Messenger Connect Service-related changes, and your gateway provider may provide you with updates to the authorized gateway. You agree to remain current with and promptly install any MSN Messenger Connect Service-related updates as directed by Microsoft and/or your gateway provider. You acknowledge and agree that performance or other problems with the authorized gateway, including failure to install MSN Messenger Connect Service-related updates to the authorized gateway, may impact your use of the MSN Messenger Connect Service. You acknowledge and agree that the authorized gateway is

authorized for use only with the MSN Messenger Connect Service and may not be used as simply a conduit to connect with the Microsoft Messenger Service. You are solely responsible for determining the suitability of the MSN Messenger Connect Service and the authorized gateway for use for your purposes, and for compliance with any legal, regulatory and/or other requirements applicable to you and your use of the MSN Messenger Connect Service.

c. Active Company Domain(s) and Blocked Company Domain(s).

You must have all rights in and to the Active Company Domain(s) and Blocked Company Domain(s) necessary to allow you to have the exclusive right to use the Active Company Domain(s) through the authorized gateway and to exclude others from the Blocked Company Domain(s). All Active Company Domains and Blocked Company Domains enlisted in the MSN Messenger Connect Service must be owned by you and you must have "mail exchanger" records for such domains in your DNS service. You agree to notify all your personnel that all pre-existing aliases in the Active Company Domain(s) and the Blocked Company Domain(s) registered with the Microsoft Passport Service, will be evicted from the Active Company Domain(s) and the Blocked Company Domain(s) as part of the creation of the Managed Namespace prior to such eviction.

d. Deployment.

Within thirty (30) days after you have signed and submitted to Microsoft a complete and accurate deployment checklist attesting that you have met all applicable MSN Messenger Connect Service deployment requirements, Microsoft will establish the Managed Namespace and provide you with a production site ID, a Passport encryption key and a Messenger ID/key pair that will enable you to connect to the MSN Messenger Connect Service using your authorized gateway. The Passport encryption key and Messenger ID/key pair are Microsoft confidential information. Upon Microsoft’s issuance of the encryption key and the Messenger ID/key pair, you will be licensed to permit Authorized Users to access and use the MSN Messenger Connect Service for your business purposes, up to a maximum of the number of Authorized Users. You acknowledge and agree that licensed connectivity allows you to use the MSN Messenger Connect Service only, and that you may not use the Microsoft Messenger Service for your business purposes.

3. Privacy, security and adverse use.

a. Independent collection of User data.

No personal information of an Authorized User shall be provided by one party to the other in connection with the MSN Messenger Connect Service. However, nothing in these product use rights and your license agreement restricts either party from collecting, saving and using any data such party independently collects directly from an Authorized User in accordance with such party's own privacy policy and applicable law, including information an Authorized User provides directly to Microsoft through the Microsoft Messenger Service. In addition, Microsoft may compile, use or disclose aggregate end-user membership statistics derived from end-user information with respect to the MSN Messenger Connect Service.

b. Security.

You agree to use the information associated with your Authorized Users within the MSN Messenger Connect Service, including without limitation passwords, secret questions/answers and Passport unique identifiers ("Information"), solely for the purpose of managing your Authorized Users' accounts within the MSN Messenger Connect Service as permitted in these product use rights and your license agreement. You shall also take commercially reasonable security and other measures to protect the Information from unauthorized access, use, disclosure, alteration and destruction. You shall implement security measures in connection with your use of the MSN Messenger Connect Service that meet or exceed the following standards:

i. Access to servers used by you in connection with your deployment of the MSN Messenger Connect Service shall be protected via commercially reasonable access control mechanisms and shall be limited to a designated set of your employees or contractors owing confidentiality obligations to you;

ii. An encryption key or other credentials shall be installed on servers used by you in connection with its deployment of the MSN Messenger Connect Service and then promptly destroyed or locked down in an area of restricted access in a manner reasonably calculated to prevent disclosure of the encryption key other than as necessary for continued deployment of the MSN Messenger Connect Service pursuant to these product use rights and your license agreement;

iii. You shall use commercially reasonable cryptographic protocols to protect information sent over the Internet; and

iv. You shall remain current with and install all vendor service-related updates, including without limitation security patches, protocol updates, and hot fixes.

v. The number of your employees involved in resetting Passport passwords or otherwise providing support to Authorized Users for Passport passwords should be kept as limited as possible.

vi. All requests to reset Passport passwords should be handled with utmost care. Passwords may be reset only if an Authorized User (a) has specifically instructed that his/her Password be reset, and (b) has verified that he/she is the owner of the applicable Passport account

vii. Passport passwords may not be used, copied, reproduced, cached, stored or disclosed to anyone other than the verified account holder. You agree to destroy all Passport passwords after such communication,

viii. To prohibit unauthorized access to Passport passwords, access to applicable support tools should be limited to your employees directly responsible for providing support to Authorized Users for the MSN Messenger Connect Service and/or Passport passwords.

ix. Following either the initial setup of a Passport account for an Authorized User, or a Passport password reset, the Authorized User should be instructed to change the password, or reset the password, promptly after he/she next signs into the Passport service.

Microsoft Developer Tools

» For Project 2000 *templates*, see the Applications section. For MapPoint 2002 Runtime Version and TechNet Online and TechNet Plus (single user license), see sections II - IV.

I. This Section I applies to the following products:

1. BizTalk Server 2002 Developer Edition
2. BizTalk Server 2004 Developer Edition
3. Commerce Server 2002 Developer Edition
4. Microsoft Office XP Developer 2002 ("MOD")
5. Office Solution Accelerator for Recruiting
6. Office Solution Accelerator for Proposals
7. Microsoft Developer Network Subscription ("MSDN")
8. SQL Server 2000 Developer Edition
9. Visual FoxPro 7.0 and 8.0
10. Visual SourceSafe 6.0
11. Visual Studio.NET 2002 and 2003 (Enterprise Architect, Enterprise Developer, Professional)
12. Visual Studio Tools for the Microsoft Office System
13. Web Enhancements Software Development Kit

Except as otherwise noted, for all products listed above in this section I, these rights and restrictions apply:

A. General License Grants.

1. Installation and Use.

For each license acquired, you must designate one individual within your organization (the "Designated User") who will have the personal, nonexclusive license to make and use copies of the Software for the purpose of designing, developing, testing and demonstrating your software products. The Designated User may install copies of the Software on any number of computers provided that the Designated User is the only person who uses each such copy of the Software. The Software may be installed on network servers for use by multiple Designated Users, so long as you have

acquired a separate license for each such Designated User.

2. Documentation.

You may make and use an unlimited number of copies of the documentation solely for internal use by any number of end users so long as:

- i. Such end users are persons who are generally granted access to your internal network; and
- ii. Such copies are used only for internal purposes and are not to be republished or distributed (either in hard copy or electronic form) beyond your premises.

3. Microsoft Server Software.

a. General.

The Software may include certain Microsoft server products. Any Microsoft server product provided as part of the Software you acquire with a Microsoft Developer Tool product (each, a "Server Product:") is provided for your use solely in conjunction with the design, development, testing and demonstration of software products created by you that run in conjunction with the Server Product and Server Products may not be used in a live production environment. Your use of the Server Products is subject to these product use rights, the terms of which supercede those of any end user license agreements contained in any Server Product.

The Server Products consist of software programs that provide services or functionality on a computer capable of running the server software ("Server Software"; the computer running the Server Software shall be referred to as the "Server.") and may also include software programs that allow an electronic device (a "Device") to access or utilize the services or functionality provided by the Server Software ("Device Software").

b. Installation and Grant of License.

i. Server Software.

Solely for purposes of designing, developing, testing, and demonstrating your software product(s) that run in conjunction with the Server Product (any such software product, a "Licensee Server Application"):

A. Microsoft grants you a limited, nonexclusive, royalty-free license to make, use and install the Server Software for any individual Server Product on any number of Servers. All portions of any one copy of Server Software, however, must be installed and used on the same Server.

B. Any number of end users (i.e., in addition to the Designated User) may access and use the Server Software without the necessity of acquiring additional

licenses for the Software **provided that** such access is solely for purposes of testing Licensee Server Applications.

ii. Device Software.

Except as otherwise provided, if Device Software is included with the Server Product, Microsoft grants you a limited, nonexclusive, royalty-free license to make, use and install the Device Software on any number of Devices for use by others, provided that such use is solely in conjunction with the design, development, testing, and demonstration of Licensee Server Applications.

c. Additional Rights and Limitations for Specific Server Software.

Certain Software may contain Server Products that are subject to the following additional rights or limitations:

i. All Server Products.

A. For purposes of this Agreement, “testing” does not include staging in a production environment such as loading content on a Server prior to production use.

B. The use of the Server Products is limited to development use only (as described in this Section of these product use rights) and the deployment of Licensee Server Applications in a production or live environment may require additional licensing for use of and/or access to other Microsoft or third party software products.

ii. Windows NT Server, Windows 2000 Server, and Windows .NET Server.

The Server Software may be used by no more than four (4) processors of the Server at any one time. You may permit up to 200 anonymous concurrent connections to access your software applications using the Terminal Services component of Windows 2000 Server or Windows .Net Server Software, so long as: (a) such use is limited to the demonstration of your software applications over the Internet for evaluation purposes, and (b) it does not utilize production data.

iii. Windows Server 2003.

A. Volume License Product Key Validation. There are authentication processes in the Server Software that are designed to prevent unlicensed use of the Server Software. We will use those processes to help ensure you have a valid Volume License Product Key for the Server Software. If you are not using a valid Volume License Product Key for the

Server Software, you are not allowed to install the Server Software or future Server Software updates. Microsoft will not collect any personally identifiable information from your Server during those processes.

B. Other Licenses. Your use of software applications installed on the Server, accessed through the Server, or providing application-sharing functionality may require additional licenses. **Please consult the license agreement accompanying such software.**

C. Component Data Storage. The Server Software contains components that use the MSDE data storage technology. All copies and instances of MSDE contained in or installed by the Server Software components may be used only by those Server Software components. Any such copy or instance of MSDE contained in the Server Software may not be accessed or used for any other purpose, i.e., the Server Software version of MSDE may not be used for development purposes. In addition, any MSDE network library files that are disabled at the time you first install the Server Software may not be re-enabled.

D. Automatic Internet-Based Services. The Server Software features described below are enabled by default to connect via the Internet to Microsoft computer systems automatically, without separate notice to you. You consent to the operation of these features, unless you choose to switch them off or not use them. **Microsoft does not obtain personally identifiable information through any of these features.** For more information about these features, please see your Server Software documentation or the Microsoft online support site.

• **Windows Update Features.** Under the Server Software’s default configuration, if you connect a device to your Server and the correct device driver is not available on your Server, then Windows Update features on your Server (including Device Manager and the Plug & Play CDM Module) automatically attempt to check Microsoft computer systems via the Internet for the correct device driver. Having this happen automatically makes Plug-and-Play installation of new hardware a better experience for customers. You may switch off Windows Update’s automatic driver checking feature.

• **Web Content Features.** Under the Server Software’s default configuration, if you are connected to the Internet, several features of the Server Software are enabled by default to retrieve content from Microsoft computer systems and display it to you. When you activate such a feature, it uses standard Internet protocols, which transmit the type of operating system, browser and language code of your Server to the Microsoft computer system so that the content can be viewed properly from your Server. These features only

operate when you activate them, and you may choose to switch them off or not use them. Examples of these features include Windows Catalog, Search Assistant, and the Headlines and Search features of Help and Support Center.

- **Digital Certificates.** Use of certificates based on the X.509 standard is an important security feature of the Server Software. Certain functions of the X.509 implementation (for example, certificate revocation checking and certificate path building) connect via the Internet to computer systems belonging to Microsoft and other digital certificate authorities to check the validity of digital certificates that you receive from third parties during certain Internet-based operations (for example, communications secured with SSL or IPsec, mail secured with S/MIME, and smartcard authentication). In accordance with the X.509 standard, the Server Software automatically retrieves user certificates and certificate revocation lists when you attempt to access certificate protected content. Additionally, the Server Software's Auto Root Update feature will occasionally update the list of trusted certificate authorities. Auto Root Update is an optional feature; you can uninstall it if you do not desire it to function. The other security operations based on the X.509 standard can be prevented from operating by blocking Server Internet access.

- **Windows Media Digital Rights Management.** Content providers are using the digital rights management technology for Windows Media contained in this Server Software ("WM-DRM") to protect the integrity of their content ("Secure Content") so that their intellectual property, including copyright, in such content is not misappropriated. Portions of this Server Software and third party applications such as media players use WM-DRM to play Secure Content ("WM-DRM Software"). If the WM-DRM Software's security has been compromised, owners of Secure Content ("Secure Content Owners") may request that Microsoft revoke the WM-DRM Software's right to copy, display and/or play Secure Content. Revocation does not alter the WM-DRM Software's ability to play unprotected content. A list of revoked WM-DRM Software is sent to your computer whenever you download a license for Secure Content from the Internet. Microsoft may, in conjunction with such license, also download revocation lists onto your computer on behalf of Secure Content Owners. Secure Content Owners may also require you to upgrade some of the WM-DRM components in this Server Software ("WM-DRM Upgrades") before accessing their content. When you attempt to play such content, WM-DRM Software built by Microsoft will notify you that a WM-DRM Upgrade is required and then ask for your consent before the WM-DRM Upgrade is downloaded. WM-DRM Software built by third parties may do the same. If you

decline the upgrade, you will not be able to access content that requires the WM-DRM Upgrade; however, you will still be able to access unprotected content and Secure Content that does not require the upgrade. WM-DRM features that access the Internet, such as acquiring new licenses and/or performing a required WM-DRM Upgrade, can be switched off. When these features are switched off, you will still be able to play Secure Content if you have a valid license for such content already stored on your computer.

- **Windows Media Player.** Some features of Windows Media Player automatically contact Microsoft computer systems if you use Windows Media Player or specific features of it: features that (A) check for new codecs if your Server does not have the correct ones for content you attempt to play (this feature may be switched off), and (B) check for new versions of Windows Media Player (this feature will operate only when you are using Windows Media Player).

- **Notice Regarding MPEG-4 Visual Decoders for Windows Media Player.** USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C. MPEG LA, L.L.C., has contractually obligated Microsoft to provide this notice.

iv. Application Center 2000.

For purposes of this product, "testing" shall be deemed to include (i) testing of your software products to ensure they are deployable with Application Center 2000; and (ii) the right to build integration points (such as monitors) and determine any effects of use.

v. Systems Management Server version 2.0 ("SMS").

A. You may install and use the Installer component of the Device Software ("SMS Installer") only on Devices used within your organization and only for the purpose of creating installation programs through the use of SMS Installer ("Setup Programs"). You may also use and modify the source code designated as "Sample Code" in the SAMPLES.TXT file for the sole purposes of designing, developing and testing your Setup Programs.

B. You may also install and use in object code form the SMS Redistributables (as listed in the SMS REDIST.TXT file), along with any modifications you may make to the Sample Code, only on Devices within your organization for a purpose other than creation of Setup Programs, provided that you: (i) reproduce and use the SMS Redistributables only in conjunction with or as part of a Setup Program; (ii) have a valid Client Access License for any version of Microsoft Systems Management Server for each Device that uses the SMS Redistributables; and (iii) are completely responsible for any costs or damages that arise or result from the use of your Setup Program or any software installed by your Setup Program. You do not have any other right to install or use SMS Installer.

C. You have additional rights to SMS under Section I.B.3. below.

4. Third Party Software Programs. The Software may also contain other third-party software programs. Any such software is provided for your use as a convenience and your use is subject to the terms and conditions of any license agreement contained in that software.

5. Office Solution Accelerator for Proposals. Notwithstanding the general license grant above, your use of the Software is restricted to (a) the design, development, and testing of document assembly application software product(s) for use exclusively with the Microsoft Office System, or (b) provided you have current and valid licenses and Software Assurance for Microsoft Office InfoPath and Microsoft Office Word, for document assembly purposes. You are not required to designate a single user in the case of production use (as contemplated in (b)).

6. Office Solution Accelerator for Recruiting. Notwithstanding the general license grant above, your use of the Software is restricted to (a) the design, development, and testing of software product(s) for use exclusively with the Microsoft Office System, or (b) provided you have a current and valid license and Software Assurance for Microsoft Office InfoPath, for use in connection with recruiting processes and other human resource functions. You are not required to designate a single user in the case of production use (as contemplated in (b)).

B. Redistributable Code License Grants.

In addition to the rights granted in Section I.A., certain portions of the Software as described in this section I.B., if included with the Software you have licensed, are provided to you with additional license rights. These additional license rights are conditioned upon your compliance with the distribution requirements and license limitations described in Section I.C. ("Distribution Requirements and License Limitations").

1. Sample Code.

Microsoft grants you a limited, nonexclusive, royalty-free license to: (a) use and modify the source code version of those portions of the Software identified as "Samples" in REDIST.TXT or elsewhere in the Software ("Sample Code") for the sole purposes of designing, developing, and testing your software product(s), and (b) reproduce and distribute the Sample Code, along with any modifications, in object code form, and/or, for the following products only, in source code form: Visual Studio.NET (all editions), Visual FoxPro, Office Solution Accelerator for Recruiting, Office Solution Accelerator for Proposals, and Speech Server. For applicable redistribution requirements for Sample Code, see Section I.C.1.

2. Redistributable Code.

Microsoft grants you a limited, nonexclusive, royalty-free license to reproduce and distribute the object code form of any portion of the Software listed in a REDIST.TXT file ("Redistributable Code"). For redistribution requirements, see Section I.C.

3. Software Development Kits (or "Developer Editions") for Server Software.

Certain Server Products may also include listings in a REDIST.TXT file. For purposes of this Section, the files identified in any such Server Product are referred to as "Server Redistributables" and are subject to the same license grant provided above for Redistributable Code (see, Section I.B.2.). Server Redistributables, with the exception of the Microsoft SQL Server Desktop Engine ("MSDE"), are not, however, subject to certain redistribution requirements as specifically noted in Section I.C.1.a.

4. Microsoft Merge Modules ("MSM").

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