

Microsoft License Agreement/Product Use Rights

Table of Contents

Table of Contents	2
Highlight of Changes to Product Use Rights	9
Summary of Product Use Rights	10
Product Use Rights for Applications	10
Product Use Rights for Systems	11
Product Use Rights for Servers	12
Product Use Rights for Developer Tools.....	13
Definitions and General Use Rights and Restrictions	14
I. Definitions	14
II. General Use Rights and Restrictions	14
A. Prerelease Code.....	15
B. Updates and Supplements.	15
C. Application Sharing.	15
D. Remote Assistance.	16
E. Speech/Handwriting Recognition.	16
F. Consent to Use Data.	16
G. Links To Third Party Sites.	16
H. No "Multiplexing" or "Pooling.".....	16
I. No Commercial Hosting.	16
J. Redistributable Components—No Warranty.	16
K. Volume License Product Keys.....	16
L. Termination.	16
M. Reservation of Rights.....	20
Microsoft Applications	21
I. General License Grant.....	21
A. General.....	21
B. Media Elements.....	21
C. SharePoint Team Services.....	21
D. Office Resource Kit and PowerPoint Viewer.	21
E. Office Web Component.	21
II. Exceptions	21
A. Encarta Deluxe 2003 and Encarta Reference Library 2003	22
1. Electronic Literature.....	22
2. Digital Rights Management.	22
3. Mandatory Operating Systems Software Upgrades.	22
B. Encarta Online Deluxe.....	22
C. FrontPage.....	22
1. FrontPage Web components.....	22
a. Installation and Use.....	22
b. Restrictions.	22

D. MapPoint, Streets & Trips, and AutoRoute	23
1. Systems Administrators.....	23
2. Permitted Use of Maps and Other Content.....	23
E. Multilingual User Interface (MUI) (formerly, Multi-Language) Pack	23
F. Press Step by Step Courseware.....	23
G. Project 2000 and Windows Media Producer 1.0	23
1. Use of Templates.	23
2. Derivative Works; Redistribution Rights.	23
H. Project Central.....	23
I. Visio 2002 (Standard and Professional Editions and Visio Enterprise Network Tools).....	23
1. Systems Administrators.....	24
2. Additional Microsoft Visio Network Equipment Shapes.....	24
3. Visio Enterprise Network Tools.	24
J. Work at Home	24
K. Works	24

Microsoft Systems..... 25

I. General License Grant.....	25
A. Installation and Use.....	25
B. Volume License Product Key Validation.....	25
C. Device Connections.	25
D. MultiLanguage Versions.....	25
II. Exceptions	25
A. Windows XP Professional	25
1. Remote Desktop/Remote Assistance/NetMeeting.....	25
2. Description of other rights and limitations.....	26
a. Digital Rights Management.	26
b. Windows Media Format Software Development Kit (“WMFSDK”).	26
c. Internet Gaming/Update Features.....	26
d. Internet-based Services Components.....	26
3. Additional Software/Services.....	26

Microsoft Servers 27

I. Definitions and General Use Rights and Restrictions	27
A. Definitions.....	27
B. CALs (and certain other access license) Requirements.....	27
1. Licensing CALs and Server Software.....	27
2. Version Matching.....	27
3. Per Seat or Per Server.	27
4. Transfer.....	28
5. Administration.....	28
6. Limited Access by Other Devices.....	28
C. Benchmark Testing.	28
D. Other Licenses.....	28
E. Other General Rights and Restrictions.....	28
II. Product Specific Use Rights and Restrictions.....	28
A.....	28
Application Center 2000	28
BizTalk Accelerator for Financial Services 1.0 Standard Edition.....	28
BizTalk Accelerator for Financial Services 1.0 Enterprise Edition.....	28
BizTalk Accelerator for HIPAA 1.0.....	28
BizTalk Accelerator for HIPAA 2.0 Standard Edition	29

BizTalk Accelerator for HIPAA 2.0 Enterprise Edition	29
BizTalk Accelerator for RosettaNet 1.1 Standard Edition	29
BizTalk Accelerator for RosettaNet 1.1 Enterprise Edition	29
BizTalk Accelerator for RosettaNet 2.0 Standard Edition	29
BizTalk Accelerator for RosettaNet 2.0 Enterprise Edition	29
BizTalk Accelerator for Suppliers 1.0	29
BizTalk Adapter for MQSeries 1.0 Enterprise Edition	29
BizTalk Adapter for SAP 1.0	29
BizTalk Server 2000 Standard Edition	29
BizTalk Server 2000 Enterprise Edition	29
BizTalk Server 2002 Standard Edition	29
BizTalk Server 2002 Enterprise Edition	29
Commerce Server 2000	29
Commerce Server 2002 Standard Edition	29
Commerce Server 2002 Enterprise Edition	29
Content Management Server 2001	29
Content Management Server 2002 Enterprise Edition	29
Host Integration Server 2000 (“HIS”)	29
Internet Security and Acceleration Server 2000 (“ISA”)	29
B. BackOffice 2000 Server	30
1. Server Use Rights	30
a. Installation—Server Software	30
b. Client Software	30
c. CAL Requirements	30
d. Health Monitor 2.1	30
e. Shared Fax Service and Shared Modem Service. Client Access	30
f. Use of Administrator Tools	30
g. Use of Redistributable Components	30
h. MultiServer Components	30
i. Upgrades of a Component of the Microsoft BackOffice Server 2000 Suite	30
2. CAL Use Rights	30
C. Small Business Server 2000 (“SBS 2000”)	30
1. Server Use Rights	30
a. Installation and Use—Server Software	30
b. Client Software	31
c. SBS 2000 CAL Requirements	31
d. Health Monitor 2.1	31
e. Shared Fax Service and Shared Modem Service—Client Access	31
f. Use of Administrator Tools	31
g. Use of Redistributable Components	31
2. CAL Use Rights	31
D. Class Server 2.0	31
1. Server Use Rights	31
a. Installation—Server Software	31
b. Client Software	31
c. Student Access	31
d. Remote Access	31
e. Curriculum Standards Database	31
f. Mandatory Operating Systems Software Upgrades	32
2. Student Access License Use Rights	32
E. Core CAL	32
F. Exchange 2000 Server and Exchange 2000 Conferencing Server**	32
1. Exchange 2000 Server Use Rights	32
a. Installation—Server Software	32

b. Client Software.....	32
c. Exchange 2000 Server CAL Requirements.....	32
d. Upgrades from BackOffice Server or SBS.....	33
2. Exchange 2000 Conferencing Server—Server Use Rights.....	33
a. Installation—Server Software.....	33
b. Client Software.....	33
c. Exchange 2000 Conferencing Server CAL Requirements.....	33
d. Limited Access by Other Devices.....	33
e. Installation of Server Software on Fail-over Server.....	33
3. CAL Use Rights.....	33
G.....	33
Mobile Information Server Enterprise.....	33
Edition 1.0.....	33
Mobile Information Server 2002.....	33
Mobile Information Server 2002—	33
ActiveSync Edition.....	33
1. Server Use Rights.....	33
a. Installation—Server Software.....	33
b. CAL Requirements.....	33
c. Mobile Information Server Enterprise Edition and Mobile Information Server 2002.....	33
d. Outlook Mobile Access License Requirements.....	33
e. Limited Access by Other Devices.....	33
2. CAL and OMAL Use Rights.....	34
H. Operations Manager 2000.....	34
1. Server Use Rights.....	34
a. Definitions.....	34
b. Installation—Server Software.....	34
c. Client Software.....	34
d. License Requirements—“Per Processor.”.....	34
e. Installation of the software contained in the Application Management Pack.....	34
f. Special note for Microsoft SQL Server.....	34
g. Administration.....	35
h. Server Base License Use Rights.....	35
i. Server Application License Use Rights.....	35
I. Project Server 2002.....	35
1. Server Use Rights.....	35
a. Installation—Server Software.....	35
b. Client Software.....	35
c. CAL Requirements.....	35
d. Installation Of Server Software On Passive Fail-Over Server.....	35
e. SharePoint Team Services.....	35
f. Project Web Access Components.....	35
2. CAL Use Rights.....	35
J. Services for NetWare.....	35
1. Installation—Server Software.....	35
K. SharePoint Portal Server 2001.....	35
1. Server Use Rights.....	35
a. Installation—Server Software.....	35
b. Client Software.....	35
c. CAL Requirements.....	35
d. Additional License Grant for System Administrators.....	36
2. External Connector for Non-Employees.....	36
3. CAL Use Rights.....	36
L.....	36

SQL Server 2000	36
SQL Server 2000 Runtime (“SQL 2000 Runtime”)	36
1. Server Use Rights.	36
a. Per Seat (with CALs) Licensing.....	36
i. Installation—Server Software.....	36
ii. Client Software.....	36
iii. SQL Server 2000 CAL Requirements.....	36
iv. Installation of Server Software on Passive Fail-Over Server.....	36
b. Per Processor Licensing.....	37
i. Installation—Server Software.....	37
ii. Client Software.....	37
iii. SQL Server 2000 Device Access.....	37
iv. SQL Server 2000 Runtime Device Access.....	37
v. Installation of Server Software on Passive Fail-Over Server.....	37
vi. Redistributable Code.....	37
vii. Runtime-Restricted Use Software.....	37
2. CAL Use Rights.....	37
M. System Management Server 2.0 (“SMS”).....	38
1. Server Use Rights.....	38
a. Installation—Server Software.....	38
b. Client Software.....	38
c. Client Access.....	38
d. Use of the Redistributable Components.....	38
e. Administration Console or Utilities.....	38
f. Software Metering, Logon Point, and Client Access Points.....	38
g. Upgrades of a Component of the BackOffice Server 4.5 or SBS 4.5 Suites.....	38
2. CAL Use Rights.....	39
N. TechNet Plus.....	39
1. Server Use Rights.....	39
a. Installation—Server Software.....	39
2. Other Rights and Restrictions.....	39
a. Online Services.....	39
b. Copies.....	39
c. Pre-Release Software.....	39
d. Redistributable Components.....	39
O. Windows 2000 Server and Windows 2000 Advanced Server*.....	39
1. Server Use Rights.....	43
a. Installation—Server Software.....	43
b. Client Software.....	43
c. Processor Limits.....	44
d. Windows 2000 Server CAL Requirements.....	44
e. Terminal Services.....	44
f. “Authenticated User”.....	44
g. “Windows 2000 Server Services”.....	44
h. “Terminal Services”.....	44
i. Deploying CALs.....	44
j. Update Features.....	44
k. Internet-Based Services Components.....	44
1. Upgrades from BackOffice Server or SBS.....	44
2. Internet Connector.....	44
3. Terminal Services Internet Connector.....	44
4. CAL Use Rights.....	45
5. MultiLanguage Versions.....	45
6. Work at Home.....	45

- P. Windows NT 4.0 Server..... 45
 - 1. Server Use Rights. 45
 - a. Installation—Server Software..... 45
 - b. Processor Limitation..... 46
 - c. Client Access..... 46
 - d. Note on Microsoft FrontPage Software..... 46
 - e. Microsoft Site Server Express..... 46
 - f. SQL Server Feature..... 46
 - g. Windows NT Load Balancing Service (the “OS Component”)..... 46
 - h. Upgrades of a Component of the BackOffice Server 4.5 or SBS 4.5 Suites..... 46
 - 2. Windows NT CAL Use Rights..... 46
- Q. Services for Unix 3.0 46
 - 1. Installation—Server Software..... 46
 - 2. Installation on Windows NT Workstation or Windows 2000 Professional..... 46
 - 3. Installation on Microsoft Windows Server Products..... 47
 - 4. Server for NFS Authentication..... 47
 - 5. Server for NIS..... 47
 - 6. Password Synchronization 47
 - 7. Component Products..... 47

Microsoft Developer Tools 48

- I. This Section I applies to the following products: 48
 - 1. BizTalk Server 2002 Developer Edition 48
 - 2. Commerce Server 2002 Developer Edition 48
 - 3. Microsoft Office XP Developer 2002 (“MOD”)..... 48
 - 4. Microsoft Developer Network Subscription (“MSDN”)..... 48
 - 5. SQL Server 2000 Developer Edition..... 48
 - 6. Visual FoxPro7.0 and 8.0..... 48
 - 7. Visual SourceSafe 6.0 48
 - 8. Visual Studio.NET 2002 and 2003 (Enterprise Architect, Enterprise Developer, Professional)... 48
 - A. General License Grants..... 48
 - 1. Installation and Use..... 48
 - 2. Documentation..... 48
 - 3. Microsoft Server Software..... 48
 - a. General..... 48
 - b. Installation and Grant of License..... 48
 - i. Server Software..... 48
 - ii. Device Software..... 48
 - c. Additional Rights and Limitations for Specific Server Software..... 49
 - i. All Server Products..... 49
 - ii. Windows NT Server, Windows 2000 Server, and Windows .NET Server..... 49
 - iii. Windows .NET Server..... 49
 - iv. Application Center 2000..... 50
 - v. Systems Management Server version 2.0 (“SMS”)..... 50
 - B. Redistributable Code License Grants..... 51
 - 1. Sample Code..... 51
 - 2. Redistributable Code..... 51
 - 3. Software Development Kits (or “Developer Editions”) for Server Software..... 51
 - 4. Microsoft Merge Modules (“MSM”)..... 51
 - 5. Microsoft Foundation Classes (MFC), Active Template Libraries (ATL), and C Runtimes (CRTs)..... 51
 - C. Distribution Requirements and License Limitations..... 51
 - 1. General Requirements..... 51

2. Additional Rights or Restrictions.....	52
a. "Jet" Files or MSDE.....	52
b. Microsoft Data Access Components.....	52
c. SQL Server 2000 Windows CE Edition.....	52
D. Other Rights and Limitations for Certain Software.....	52
1. General.....	52
a. Benchmarking Performance or Benchmark Testing.....	52
2. Visual Studio .NET 2002.....	52
a. Web Stress Functionality/ACT Tool.....	52
b. Crystal Reports for Microsoft Visual Studio.NET.....	53
E. Microsoft Developer Network Subscription ("MSDN").....	53
1. Additional license rights explained.....	53
In addition to the rights provided in Section I.A. (General License Grants) – I.D. (Other Rights and Limitations for Certain Software) above, you have the following rights:.....	53
a. Desktop Applications Products.....	53
b. Desktop Operating Systems.....	53
c. Server Software.....	53
d. Developer Tools.....	53
e. Component End User License Agreements.....	53
F. Additional Rights and Restrictions for MOD licensed outside of MSDN.....	53
General.....	53
II. MapPoint 2002 Runtime Version.....	54
A. Install and Use.....	54
B. Integration.....	54
C. Distribution Terms.....	54
D. Permitted Use of Maps and Other Content.....	54
III. TechNet Plus.....	54
A.....	54
Single User Use Rights.....	54
B. Other Rights and Restrictions.....	54
1. Online Services.....	54
2. Copies.....	54
3. Pre-Release Software.....	55
4. Redistributable Components.....	55

» 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 and deletions.

- **Windows Server 2003, Standard Edition**
Windows Server 2003, Enterprise Edition
Windows Server 2003, Web Edition
We have added use rights and restrictions for Windows Server 2003. These use rights include the new Windows and Terminal Server User CAL and External Connector license options. Please refer to the Server section, starting on page 23.
- **Core CAL**
We have added use rights and restrictions for the new Core User CAL. Please refer to the Server section, starting on page 23.
- **BackOffice 2000 Server CAL**
We have added use rights and restrictions for a BackOffice User CAL. Please refer to the Server Section, starting on page 23.
- **Application Center 2000**
BizTalk Accelerator for Suppliers 1.0
BizTalk Adapter for MQSeries 1.0 Enterprise Edition
BizTalk Adapter for SAP 1.0
BizTalk Server 2002 Enterprise Edition
Commerce Server 2002 Standard Edition
Commerce Server 2002 Enterprise Edition
Content Management Server 2001
Content Management Server 2002 Enterprise Edition
Host Integration Server 2000 (“HIS”)
Internet Security and Acceleration Server 2000 (“ISA”)
Operations Manager 2000
We have added use rights and restrictions to allow customers to license these products based on the number of processors accessible to operating system copies on which the Software is set up to run. This change facilitates the licensing of partitioned servers. Please refer to the Server section starting on page 23.
- **SQL Server 2000**
We have added use rights and restrictions to allow customers to license this product based on the number of processors accessible to operating system copies on which the Software is set up to run. This change facilitates the licensing of partitioned servers. We have also added use rights and restrictions for the new SQL User CAL. Please refer to the Server section starting on page 23.
- **Project Central**
Project 2000
BackOffice 2000 Server
BizTalk Server 2000
Commerce Server 2000
We have removed use rights and restrictions for these products as they are no longer available through Microsoft Volume Licensing programs.

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?	Multi-language License Available?
Access	yes	no	yes	no	no
Creative Writer	yes	no	yes	no	no
Data Analyzer	yes	no	yes	no	no
Encarta	yes	no	yes	no	no
Excel	yes	no	yes	no	no
FrontPage	yes	no	yes	no	no
Magic School Bus	yes	no	yes	no	no
MapPoint	yes	no	yes	no	no
Office	yes	no	yes	yes	yes
Outlook	yes	no	yes	no	no
PowerPoint	yes	no	yes	no	no
Press	yes	no	yes	no	no
Press Courseware	no	yes	yes	no	no
Project	yes	no	yes	no	yes
Proofing Tools	yes	no	yes	no	no
Publisher	yes	no	yes	no	no
Visio	yes	no	yes	no	no
Word	yes	no	yes	no	no
Works	yes	no	yes	no	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?	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 (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 Device CALs?	Licensed in the Server/CAL Basis with Per Server CALs?	CAL Needed for Limited Access by Secondary Device?	License Needed for Passive/Fail Over Server in a cluster?	License Needed for Each Copy of Software on a Server?
Application Center	yes	no	no	n/a	yes	no (9)
BizTalk Server	yes	no	no	n/a	yes	yes(1)_
Commerce Server	yes	no	no	n/a	yes	no (9)
Content Management Server	yes	no	no	n/a	yes	no (9)
Class Server	no	yes (3)	no	n/a	yes	yes
Exchange Server	no	yes	no	no	yes	yes
Host Integration Server	yes	no	no	n/a	yes	no (9)
ISA Server	yes	no	no	n/a	yes	no (9)
Operations Management Server	yes	no	no	n/a	yes	no (9)
Mobile Information Server	no	yes	no	no	yes	yes
Project Server	no	yes	no	yes	no	yes
Services for Netware	no	(4)	(4)	n/a	n/a	no
SharePoint Portal Server	no	yes	no	no	yes	yes
SQL Server	yes (5)	yes (5)	no	yes (7)	no	no (9)
Systems Management Server	no	yes	no	yes	yes	Yes
Terminal Server	no	yes (6) (8)	no	Yes(10)	yes	yes
Windows Server	no	Yes (8)	yes (2)	Yes (10)	yes	yes

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 component is licensed under a Windows Server license. The Terminal Server CAL 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 - User CALs are offered in addition to Device CALs on Windows Server 2003 and Windows Server 2003 Terminal Server.

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

10 - You do not need a CAL for a secondary device used by a User for whom you have acquired a User CAL.

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 w/unlimited device connections?</u>	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

I. Definitions

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

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”, “our” 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. The Software is 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 terms also govern any product support services relating to the Software 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:

- a. **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.
- b. **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.

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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 of fix with a non-Microsoft product, data or business process; (iii) damages attributable to the value

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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

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- (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.

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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

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C. FrontPage

1. FrontPage Web components.

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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.

F. Press Step by Step Courseware

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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.

Microsoft Servers

» For all products listed in the Product List as belonging to the Servers pool, these rights and restrictions apply. Be sure to read the first section and the section covering the specific product.

See the "Microsoft Applications" section of this document for use rights for Microsoft Press products. See the Developer Tools section of this document for use rights for TechNet Plus under a single user license and for developer editions of certain server products (e.g., BizTalk Server 2002 Developer Edition).

Some server products have redistributables with associated rights and restrictions.

I. Definitions and General Use Rights and Restrictions

A. Definitions.

These are common defined terms for Microsoft servers:

"CAL" means client access license.

"Client Software" (sometimes called, "Device Software") means software that allows a Device to access or utilize the Server Software.

"Device" means a single personal computer, workstation, terminal, handheld computer, pager, telephone, personal digital assistant, 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).

"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 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 must have the same or later version number than the corresponding version number of the Server Software 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, or Operations Manager Base License or Application 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) to simultaneously access or use the Server Software solely for administration of the Server Software, without acquiring CALs 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 Suppliers, BizTalk Accelerator for RosettaNet, BizTalk Adapter for SAP, Content Management Server, Commerce Server, HIS, IIS, ISA, Message Queue Server, Mobile Information Server, Project Server, SQL Server, or Transaction Server, or any related client software, or the .NET Framework component of Windows Server 2003 (32-bit version).

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

D. 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.

E. 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.

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 Standard Edition	2.0
BizTalk Accelerator for HIPAA Enterprise Edition	2.0
BizTalk Accelerator for RosettaNet Standard Edition	1.1
BizTalk Accelerator for RosettaNet Enterprise Edition	1.1
BizTalk Accelerator for RosettaNet Standard Edition	2.0
BizTalk Accelerator for RosettaNet Enterprise Edition	2.0
BizTalk Accelerator for Suppliers	1.0
BizTalk Adapter for MQSeries Enterprise Edition	1.0
BizTalk Adapter for SAP	1.0
BizTalk Server 2002 Standard Edition	
BizTalk Server 2002 Enterprise Edition	
Commerce Server 2000 Standard Edition	
Commerce Server 2002 Standard Edition	
Commerce Server 2002 Enterprise Edition	
Content Management Server 2001 Enterprise Edition	
Content Management Server 2002 Enterprise Edition	
Host Integration Server 2000 ("HIS")	
Internet Security and Acceleration Server 2000 ("ISA")	

and your existing licenses for the versions of the products identified above.

2. Standard Editions of BizTalk 2002 and BizTalk Accelerator for Financial Services and BizTalk Accelerator for RosettaNet and BizTalk Accelerator for HIPAA. Each copy of the Server Software may only be used by one processor of the Server on which such copy is installed. You need only one processor license to utilize the Server Software. 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, the Server Software may not be used to connect to more than ten (10) external organizations and may not be used to connect to more than five (5) internal applications.

3. ISA Server. 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.

4. BizTalk Adapter for MQSeries. 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.

5. 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.

6. Device Access. Except when licensed in the SBS 2000 suite, any number of Devices may use or access the services of any validly licensed Server running the Server Software.

7. BizTalk, Commerce Server, HIS Server and ISA 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 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 any other files that may be listed and identified in a REDIST.TXT file as "redistributable" (collectively, the "Redistributable Code") provided that you comply with the distribution

1. Products other than Standard Editions of BizTalk 2002, BizTalk Accelerator for Financial Services, BizTalk Accelerator for RosettaNet and BizTalk Accelerator for HIPAA.

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

requirements and license limitations in section I.C.1. of the Developer Tools section of these product use rights.

8. BizTalk 2002 and Commerce Server 2002 Identified Software. The following terms and conditions apply only to any software contained in BizTalk Server 2002 and Commerce Server 2002 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.

9. 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.

10. BizTalk Accelerator for Financial Services and BizTalk Accelerator for HIPAA and BizTalk Accelerator for Suppliers – Use of Schemas. The Software includes various transaction schemas (“Schemas”). These Schemas are proprietary to Microsoft Corporation and/or its suppliers and may be used by you (i) only for your internal business purposes, and (ii) solely in connection with your use of the Software with BizTalk Server (in the case of BizTalk Accelerator for Financial Services or BizTalk Accelerator for HIPAA or BizTalk Accelerator for Suppliers) or with Commerce Server (in the case of BizTalk Accelerator for Suppliers). You may not distribute the Schemas to any third party, without Microsoft’s prior written consent.

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.

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.

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. 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.

E. Core CAL

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 in the Product List in effect at the time of such acquisition as being accessible under the Core CAL, (ii) any other Server Software product and version that we designate in the Product List from time to time during the term of Software Assurance coverage for such Core CAL, as being accessible under the Core CAL, and (iii) any later version of any such product made available during the term of Software Assurance coverage for such Core CAL.

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.

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 the Server Software of the Core CAL Server Products. Each Core User CAL permits one User (using any Device) to access or use 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.

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.

F. Exchange 2000 Server and Exchange 2000 Conferencing Server**

**Not available in SBS suite

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. Exchange 2000 Conferencing Server—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.

c. Exchange 2000 Conferencing 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.

d. Limited Access by Other Devices.

Limited access for other devices is permitted as described in the first servers section above.

e. Mode of Deployment. You must use CALs with the Server Software in “per seat” mode.

f. Installation of Server Software on Fail-over Server.

Each Server used in a clustered environment for fail-over purposes requires a separate licensed copy 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 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.

**G.
Mobile Information Server Enterprise
Edition 1.0
Mobile Information Server 2002
Mobile Information Server 2002—
ActiveSync Edition**

1. Server Use Rights.

a. Installation—Server Software.

You may install and use one copy of the Server Software on a single Server.

b. CAL Requirements.

You must acquire a separate CAL for each Device which accesses or otherwise utilizes the services or functionality of the Server Software, except as noted in the following sentence.

c. Mobile Information Server Enterprise Edition and Mobile Information Server 2002.

You may access or otherwise utilize the OMA Software (defined below) from any Device without the need to acquire a separate CAL, unless otherwise noted below.

d. Outlook Mobile Access License Requirements.

“OMA Software” or “Outlook Mobile Access Software” provides additional services and functionality as part of the Server Software, but may be accessed and utilized by a Device only if you acquire an additional OMAL for such Device. You must acquire a separate OMAL for each Device which accesses or otherwise utilizes the services or functionality of the OMA Software, unless otherwise noted below.

e. Limited Access by Other Devices.

Limited access for other devices is permitted as described in the first servers section above.

2. CAL and OMAL Use Rights.

For each Mobile Information Server CAL or OMAL 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 Mobile Information Server; provided, however, that the Mobile Information Server 2002 – ActiveSync Edition CALs may only access or otherwise use the services or functionality of Mobile Information Server 2002 -- ActiveSync Edition.

H. 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.

I. 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.

J. Services for NetWare

1. Installation—Server Software.

You may install an unlimited number of copies of the 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. **Client Software.** You may install the Client Software on any Devices.

K. 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 .

L. 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, Core 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.

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.

M. System 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) are completely responsible for all cost and 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.

N. 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.

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. Online Services.

For each license acquired, 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.

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 all cost and 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.

O. Windows Server 2003, Standard Edition, Windows Server 2003, Enterprise Edition, and 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. Installation, Device Software. You may install and use the Device Software on any Device solely to access or use the Server Software.

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. 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.

1. 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.

2. 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.

3. 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.

4. 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).

5. 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.

6. 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)

7. 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.

F. 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.

G. Description of Other Rights and Limitations.

1. 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.

2. 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 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.

(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).

3. Other Restrictions. 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.

H. Upgrades/Downgrades.

1. 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.

2. 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.

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. 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.

4. 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, Standard Edition and Windows Server 2003, Enterprise Edition. For each Windows Server 2003 or TS 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.

P. 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.

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.

1. 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.

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.

Q. Windows NT 4.0 Server

1. Server Use Rights.

a. Installation—Server Software.

You may install and use Server Software and Client Software as provided in the BackOffice Server 4.5 section above (except in the case of Server Software and Client Software licensed within the SBS 4.5 suite, which may be

installed and used as provided in the SBS 4.5 section above), subject to the restrictions noted here.

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.

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

See conditions noted in the BackOffice Server 4.5 and SBS 4.5 sections 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.

Upgrades of CALs for SBS 4.5 Suite. See conditions noted in the SBS 4.5 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.*

R. 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 or Windows 2000 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 NT Server (with Windows NT 4.0 Service Pack 6a or above), Windows 2000 Server, Windows 2000 Advanced Server, or Windows 2000 Datacenter Server (“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” mode, you must acquire a client access license for each Device that accesses or otherwise uses the services of the Server Software. If it is used in “Per Server Mode,” the maximum number of Devices 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 or Microsoft Windows 2000 Advanced Server acting as a domain controller, solely for the purpose of enabling a Windows 2000-based domain-controller computer to be a master NIS server, or a subordinate NIS server to another Windows 2000 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 all cost and 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\COPYRIGHT.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.

Microsoft Developer Tools

» For Project 2000 *templates*, see the Applications section. For MapPoint 2002 Runtime Version and TechNet Plus (single user license), see sections II and III.

I. This Section I applies to the following products:

1. BizTalk Server 2002 Developer Edition
2. Commerce Server 2002 Developer Edition
3. Microsoft Office XP Developer 2002 ("MOD")
4. Microsoft Developer Network Subscription ("MSDN")
5. SQL Server 2000 Developer Edition
6. Visual FoxPro 7.0 and 8.0
7. Visual SourceSafe 6.0
8. Visual Studio.NET 2002 and 2003 (Enterprise Architect, Enterprise Developer, Professional)

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 all cost and 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.

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), and Visual FoxPro. 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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