

# Microsoft License Agreement/Product Use Rights

January 2010

# Introduction

These License Agreement/Product Use Rights:

- Group all the Microsoft products into nine licensing models. Each model has a base set of license terms.
- Identify the products in each licensing model.

**Universal License Terms.** The Universal License Terms that follow the Table of Contents apply to all products.

**Licensing Models.** These License Agreement/Product Use Rights include sections for each licensing model. They are:

- Desktop Applications
- Desktop Operating Systems
- Developer Tools
- Online Services
- Servers – Operating Systems
- Servers – Management Servers
- Servers – Server/CAL
- Servers – Per Processor
- Servers – Specialty Servers

The Table of Contents and the introduction to each section list the products that fall into each licensing model. In each section, we provide the general license terms for the licensing model, and then describe any product-specific license terms for products in that licensing model.

**Combined Licensing Models.** These License Agreement/Product Use Rights also include a separate section covering certain products that are licensed under a combination of two or more of the nine licensing models.

**Software Assurance Benefits.** **Appendix 1** contains license terms that apply to Software Assurance benefits. The Product List describes these benefits.

**Internet based Services.** **Appendix 2** contains notices pertaining to Internet based services provided with products.

**Product Pools.** Please note that the licensing models are not product pools. The Product List indicates which of the three pools (applications, systems, servers) each product falls into.

**License Terms for a Product.** To find the license terms for a product, you should identify the licensing model for that product (see the Table of Contents). The license terms that apply to your use of the product are:

- the Universal License Terms;
- the general license terms for that licensing model; and
- any product-specific license terms for that product (included at the end of the licensing model section).

**Prior Versions and Products No Longer Available Worldwide.** These License Agreement/Product Use Rights generally cover the most recent version of products that are available worldwide. For license terms for products that no longer appear in these License Agreement/Product Use Rights, you will need to review a previous version. To find the last License Agreement/Product Use Rights document in which a product appeared, you can review the list maintained at <http://www.microsoftvolumelicensing.com/userights/PURRetired.aspx>. You will also find some archived License Agreement/Product Use Rights documents at <http://www.microsoftvolumelicensing.com/userights/PURArchive.aspx>. If you do not have the version you need, please contact your account manager or reseller.

# License Agreement/Product Use Rights Clarifications and Summary of Changes

We designed these License Agreement/Product Use Rights to help you license and manage Microsoft products. For use of any existing product, you may refer to these or any prior update to the License Agreement/Product Use Rights that applied to your use of that product. Below we identify additions, deletions and other changes to the License Agreement/Product Use Rights. Clarifications are also provided in response to customers' questions. These clarifications reflect existing Microsoft licensing policies.

This update includes the following product additions (the licensing model is included as a reference):

## Desktop Applications

- Access 2010
- Communicator 2010
- Excel 2010
- Excel Web App 2010
- SharePoint Workspace 2010
- InfoPath 2010
- Office Multi Language Pack 2010
- Office Professional Plus 2010
- Office Standard 2010
- OneNote 2010
- OneNote Web App 2010
- Outlook 2010
- Outlook 2010 with Business Manager Contact
- PowerPoint 2010
- PowerPoint Web App 2010
- Project 2010 Professional and Standard Editions
- Publisher 2010
- Visio Premium, Professional and Standard Editions
- Word 2010
- Word Web App 2010

## Servers – Server OS

- Windows MultiPoint Server 2010 Academic

## Servers – Server/CAL

- FAST Search Server 2010 for SharePoint
- Forefront Unified Access Gateway 2010
- Project Server 2010
- SharePoint Server 2010
- Visual Studio Team Foundation Server 2010

## Servers – Per Processor

- Visual Studio Team Lab Management 2010
- Forefront Threat Management Gateway 2010 Standard and Enterprise Editions

## Servers – Specialty Server

- Groove Server 2010
- Search Server 2010
- SharePoint Server 2010 for Internet Sites Enterprise

## Developer Tools

- MSDN Embedded
- Visual Studio 2010 Professional, Premium and Ultimate
- Visual Studio 2010 Professional, Premium and Ultimate with MSDN
- Visual Studio 2010 Professional with MSDN Embedded
- Visual Studio Test Elements 2010

- Visual Studio Test Elements 2010 with MSDN

Online Services

- Microsoft Learning Solutions IT Academy Services SL

This update includes the following deletions:

- Microsoft Application Virtualization 4.5 for Terminal Services
- Microsoft ESP and Microsoft ESP SDK
- Microsoft Learning Solutions Exam Vouchers Service
- Microsoft Learning Solutions IT Academy User SL Office Access 207
- Office Communicator 2007
- Office Excel 2007
- Office Enterprise Edition 2007
- Office Groove 2007
- Office Groove Server 2007
- Office InfoPath 2007
- Office Multi Language Pack 2007
- Office Professional Plus Edition 2007
- Office OneNote 2007
- Office Outlook 2007
- Office PowerPoint 2007
- Office Project 2007 Professional and Standard Editions
- Office Project Portfolio Server 2007
- Office Project Server 2007
- Office Publisher 2007
- Office SharePoint Server 2007
- Office Small Business Edition 2007
- Office Standard Edition 2007
- Office Visio 2007 Premium, Professional and Standard Editions
- Office Word 2007
- Search Server 2008
- Office SharePoint Server 2007 for Internet sites
- TechNet Plus Single User
- Visual Studio Team System 2008 Team Foundation Services with SQL Server 2005 Technology
- Visual Studio 2008 Professional
- Visual Studio Team System 2008 Development Edition, Test Edition, Architecture Edition, Database Edition and Suite Edition
- Visual Studio Team System 2008 Test Load Agent
- Works 9.0
- Whale Intelligent Gateway Application 2007

Clarifications and other changes:

- Management Servers  
We updated the license terms for Management Servers to permit management of the physical OSE on a licensed server to which one or more server management licenses are assigned if the physical OSE is used solely to support virtual OSEs running on that server.
- Online Services  
We updated language in the Additional Terms in the Online Service Section of these License Agreement/Product Use Rights to align it with language in the Online Services Use Rights for the Microsoft Online Services Agreement.
- TechNet Premium  
We consolidated the TechNet offerings under a new name, "TechNet Premium."

- Virtual Earth Name Change and Other Updates  
The Virtual Earth Online Services offerings are now under the name, "Bing Maps." We also updated the license terms applicable to Bing Maps.
- Windows 7 Enterprise  
Beginning with the release of Windows 7, ongoing use of the Windows desktop operating system software in up to four virtual machines per license requires active Software Assurance coverage. This is a change from a license-based offering associated with a specific edition of Windows, the Vista Enterprise Edition, to a Software Assurance-based offering for the Windows desktop operating system. This means customers' rights to use Windows 7 in up to four virtual machines on the licensed device are coterminous with their Software Assurance coverage, despite any other perpetual right the customer may have to use Windows 7 software.
- VDI Premium Suite  
We updated the license terms to address related updates to access rights for the Microsoft Application Virtualization for Remote Desktop Services.
- Windows Server 2008 R2 -- Microsoft Application Virtualization 4.6 for Remote Desktop Services  
We updated license terms addressing use of Microsoft Application Virtualization for Remote Desktop Services. With the release of Microsoft Application Virtualization for Remote Desktop Services 4.6, access to this functionality is permitted under the Windows Server 2008 Remote Desktop Services CAL and the Windows Server 2008 Terminal Services CAL.
- Windows Web Server 2008 -- Microsoft Application Virtualization 4.6 for Remote Desktop Services  
We have further clarified the use rights by elaborating on the scenarios where Windows Web Server 2008 may be used.

# Microsoft Licensing Models

## Overview

These License Agreement/Product Use Rights include a section for each of the nine licensing models. Those sections describe in detail the use rights and restrictions associated with each model as well as product specific exceptions. Our intent with this section is to give a brief explanation of each model.

### 1) Desktop Applications –per device license

You must acquire a license for each device on or from which you access or use the software (locally or remotely over a network). You may install any number of copies and any prior version on the device or on a network device to support that use. You may install those copies on the host operating system or in a virtual hardware system.

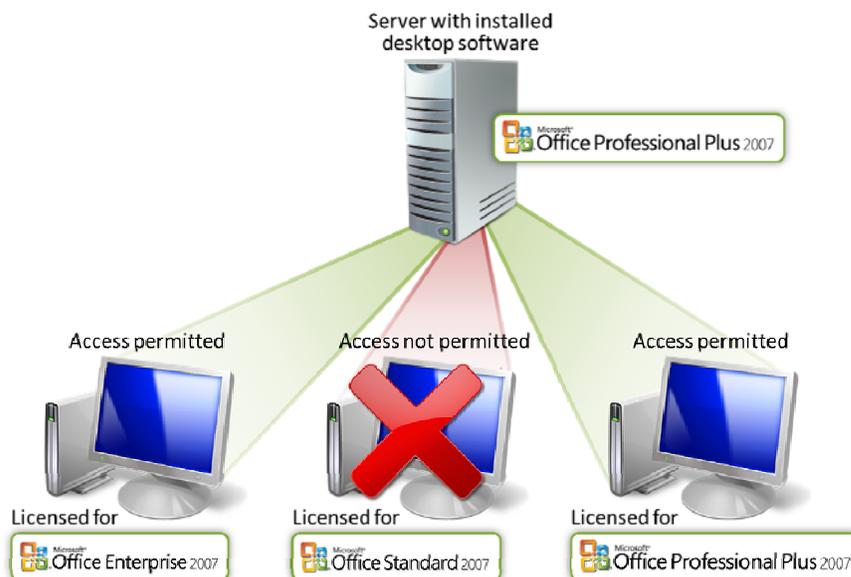
Figure 1

More than one copy can be installed on the licensed device.



You may access copies of the software installed on a network device only from a device that has a license for the software.

Figure 2



The device you use to remotely access software must be licensed for the same or higher edition, but not a lesser edition.

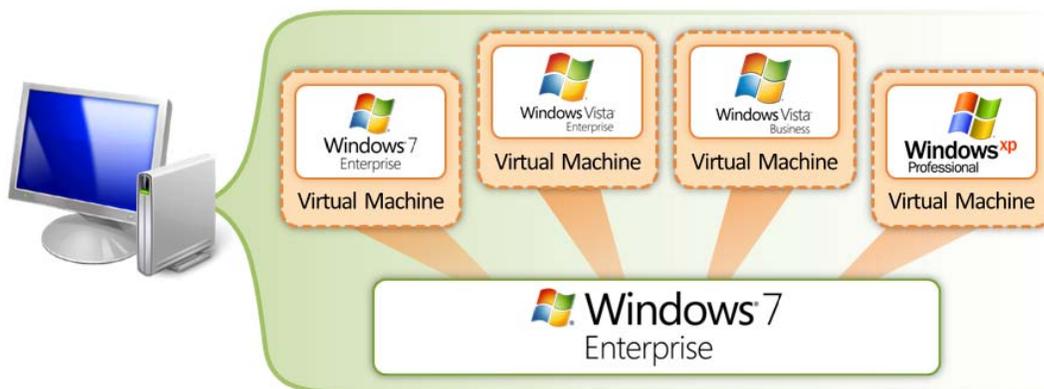
## 2) Desktop Operating Systems – per copy per device license

You must acquire a license for each device on or from which you access or use the software (locally and remotely). You may install only one copy on the device. You may install that copy on the host operating system or in a virtual (or otherwise emulated) hardware system. In Volume Licensing, the desktop operating system license is an “upgrade license.” You may only acquire upgrade licenses for devices for which you have already licensed a “qualifying operating system.” A list of “qualifying operating systems” that qualify for an upgrade license is contained in the Product List, which can be found at <http://www.microsoftvolumelicensing.com/userights/PL.aspx>.

If you acquire “Software Assurance”, you have the right to use “Windows 7 Enterprise” on the device instead of Windows Professional. This also permits you during the term of your Software Assurance coverage to run up to four additional copies or instances on the device.

**Figure 3**

A device with active Software Assurance coverage for Windows may have the software (Windows 7 Professional or Windows 7 Enterprise, or any previous version) running in the physical operating system environment and any mix of Windows 7 Professional and Windows Enterprise and earlier versions of those products running in four virtual operating system environments all on the same physical device.



## 3) Developer Tools – per user license

You must acquire a license for each user you permit to access or use the software. You may install any number of copies on any number of devices for access and use by one user to design, develop, test and demonstrate programs. Only licensed users may access the software.

## 4) Online Services – User or device subscription license, services subscription license or add-on subscription license

Online Services are subscription-based and provide access to software and services. Licensing under this model consists of one or more of the following:

- User or Device Subscription License (USL or DSL)  
For offerings that require these, USLs or DSLs are needed for each user or device that accesses the online service.
- Services Subscription License (SSL)  
For offerings that require these, this license applies to the entire organization’s use of the online service. User, Device SLs or Add-on SLs may be required as well depending on the service offering.
- Add-On Subscription License (Add-on SL)

This license sometimes is used instead of or in addition to USLs, DSLs and SSLs. Its purpose varies. For example, it can apply to a specified number of consumed units, such as gigabytes of storage, or it can apply to a single server accessed by external users. Add-on subscription licenses are not always required.

#### 5) Servers – Operating Systems – server license + CAL + optional external connector

With most products, you must assign a license to a server for each instance of the server software that you run on that server. You may run that instance in a physical or virtual operating system environment on that server. By exception to the licensing model, some products provide broader use rights. For example, a Windows Server 2008 R2 Enterprise license permits a running instance in up to 4 virtual operating system environments at a time on the licensed server. With some products, such as Windows Server 2008 R2 Datacenter, you may run any number of instances at the same time as long as you license each physical processor on the licensed server.

Figure 4

The number of permitted instances for each Operating System license

Operating System	Permitted instances in physical and virtual operating system environments on a single server
<b>Windows Server 2008 R2 Standard and Windows MultiPoint Server 2010 Academic</b>	1* + 1
<b>Windows Server 2008 R2 Enterprise</b>	1* + 4
<b>Windows Server 2008 R2 Datacenter</b>	1 + Unlimited
<b>Windows Small Business Server 2008 Standard</b>	1* or 1
<b>Windows Server 2003 for Small Business</b>	1* or 1

*\*If running the maximum allowed instances, the instance in the physical operating system environment may only be used to run hardware virtualization software, provide hardware virtualization services, or run software to manage and service operating system environments on the licensed server.*

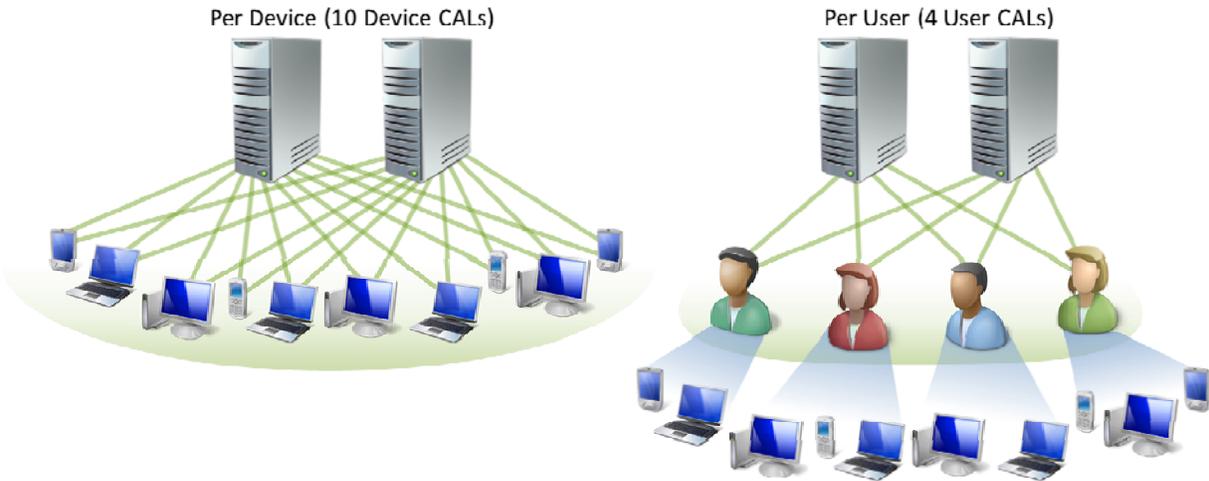
Except as outlined in these License Agreement/Product Use Rights, all Server Operating System products require a CAL for each user or device that accesses the server software. There are two types of CALs: Device CALs and User CALs. You may license in either type but that selection must be determined at the time the license is acquired or Software Assurance is renewed.

- Device CAL  
Licenses a device for use by any user to access instances of the server software
- User CAL  
Licenses one user to use any device to access instances of the server software

CALs are version specific. They must be the same version or later than the server software being accessed. A customer's CALs permit access to servers licensed by that customer or its affiliate (as defined in the customer's volume license agreement). They do not permit access to any other entity's licensed servers.

**Figure 5**

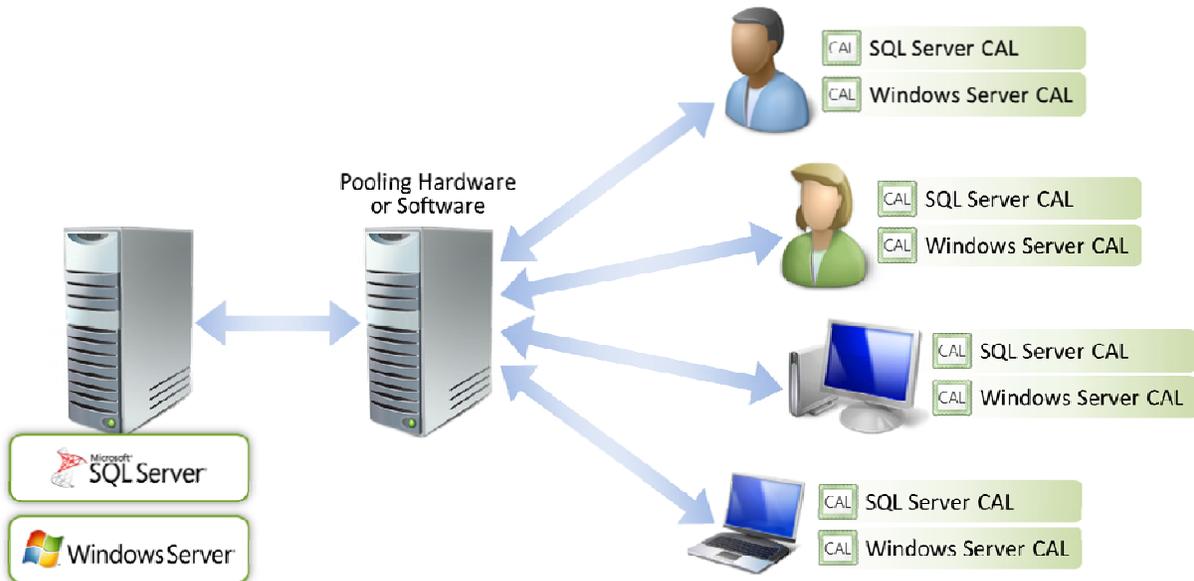
CAL assignment based on User or Device



You may deploy network architectures that use hardware or software to reduce the number of devices or users that directly access the software on a server. This is referred to as multiplexing or pooling. However, this does not reduce the number of CALs required to access or use the server software. A CAL is required for each device or user that is connected to the multiplexing or pooling software or hardware front end.

**Figure 6**

Multiplexing: Users and devices may indirectly access the Windows or SQL server software as shown in the diagram below. Indirectly accessing the server software does not negate the requirement for a CAL.



An External Connector (EC) license is an alternative to CALs for each server that external users will access. External users are users who are not employees or onsite contractors. An EC license assigned to a server permits access by any number of external users. Each physical server that external users access requires only one EC license regardless of the number of instances running. The right to run instances of the server software is licensed separately; the EC, like the CAL, simply permits access. EC licenses, like CALs, are version and functionality specific. They must be the same version or later than the server software being accessed. The decision on whether to acquire CALs or an EC for external users is primarily a financial one.

## 6) Servers – Management Servers – server license + management license

You must assign a license to a server for each instance of the management server software that you run on that server. You may run that instance in a physical or virtual operating system environment on that server.

Except as outlined in these License Agreement/Product Use Rights, all Management Server products require management licenses for each device managed by the server software. There are two categories of management licenses: one for servers and one for non-servers.

### A. Licenses required for managed servers

For each server operating system environment (OSE) on a device that you wish to manage, you will need a server management license (ML). If you have more than one OSE, you will need an equivalent number of MLs for that device. A single System Center Server Management Suite Enterprise (SMSE) license may be used to manage up to four OSEs on a licensed device\*. If you assign one System Center Server Management Suite Datacenter (SMSD) license for each processor on the device you wish to manage, you may manage any number of OSEs on that licensed device. A minimum of two SMSD licenses need to be assigned to a device.

**\*SMSE Note.** These use rights apply to use of the System Center Server Management Suite Enterprise license with versions of the corresponding System Center products released on or after July 1, 2009. For products released prior to that date, customers may continue to manage OSEs on the licensed device as permitted in the License Agreement/Product Use Rights for those products. If you are managing four virtual OSEs on the licensed device and the physical OSE is being used solely to run hardware virtualization software, provide hardware virtualization services, and run software to manage and service operating system environments on that device, then you may also manage the physical OSE

### B. Licenses required for non-servers

For each non-server OSE on a device that you wish to manage, you will need a client ML. There are two types of client MLs: OSE MLs and User MLs.

- OSE MLs

Like Server MLs where the required number of MLs equals the number of OSEs, you will need an OSE client ML for each non-server OSE you wish to manage on a device. Your OSE client MLs permit your instances of the server software to manage an equivalent number of non-server OSEs used by any users of a device.

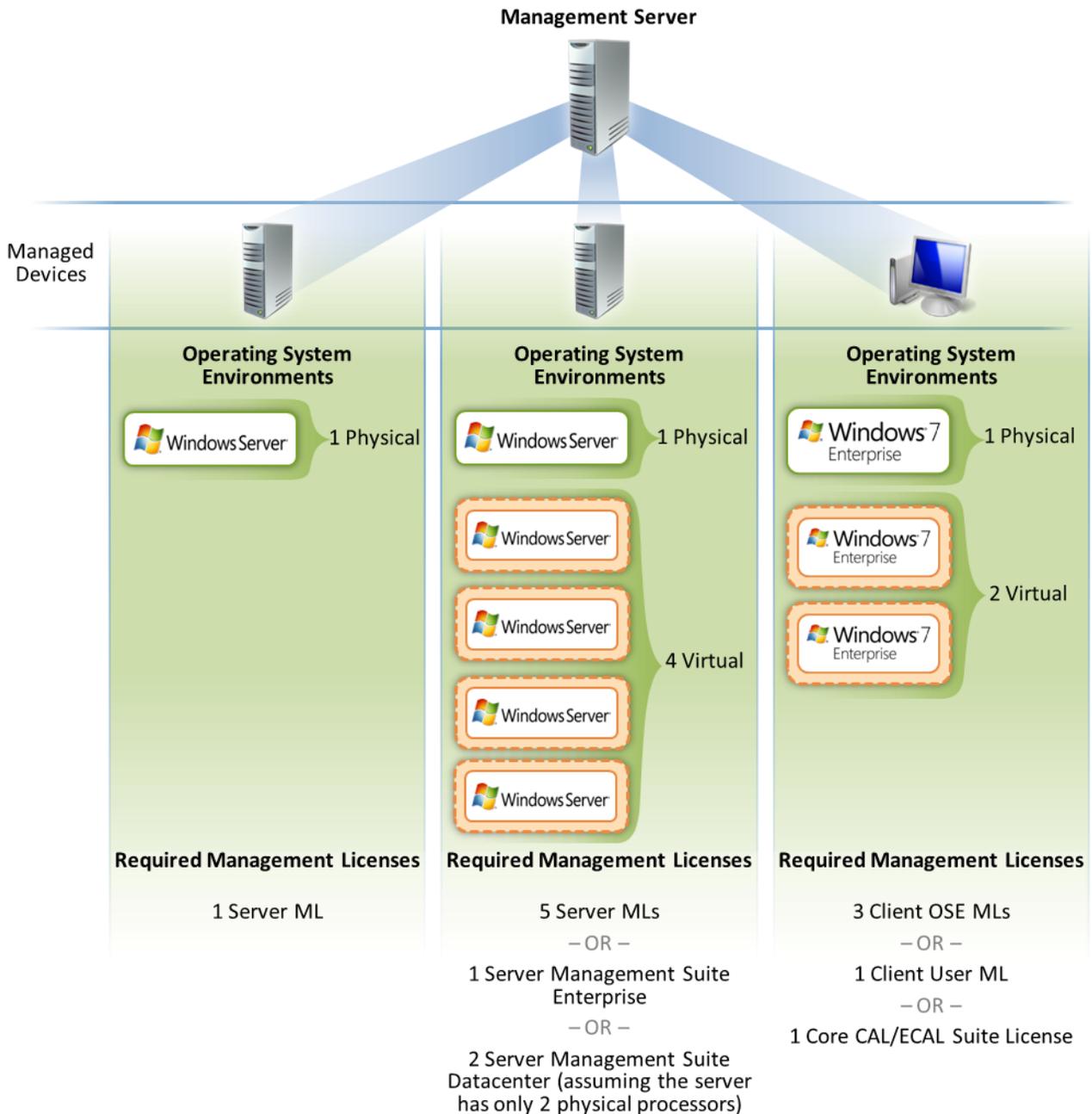
- User MLs

Alternatively, you may choose to use user client MLs. These MLs permit the management of any non-server OSEs used by each user to whom a user client ML is assigned. If you have more than one user using an OSE, and you are not licensing by OSE, you must assign user client MLs to each of the users.

The Core CAL and the Enterprise CAL Suite licenses also permit management of any number of non-server OSEs on a device under one license (per device). A customer's CALs permit access to servers licensed by that customer or its affiliate (as defined in the customer's volume license agreement). They do not permit access to any other entity's licensed servers.

**Figure 7**

Each OSE on a device requires a management license in order to be managed by a Management server product. In the case of server OSEs, another option is to acquire a SMSE license, which allows for the management of up to four OSEs on a licensed device. An additional option for server OSEs is to acquire one SMSD license for each processor on the device you wish to manage, which allows for the management of any number of OSEs. A minimum of two SMSD licenses is required. In the case of non-server OSEs, other options are to license management by user, or to license via the Core CAL or ECAL suites.



## 7) Servers – Server/CAL – server license + CAL + optional external connector

With most Microsoft Server/CAL products, you must assign a license to a server for each instance of server software you run on that server. You may run that instance in a physical or virtual operating system environment on that server. By exception to the licensing model, some products provide broader use rights. For example, a SQL Server Enterprise license permits you to run any number of instances of the server software in one physical and any number of virtual operating system environments on the licensed server.

Except as outlined in the License Agreement/Product Use Rights, all Server/CAL products require a CAL for each user or device that accesses any instance of the server software. There are two types of CALs: Device CALs and User CALs. You may license in either type but that selection must be determined at the time the license is acquired or Software Assurance is renewed.

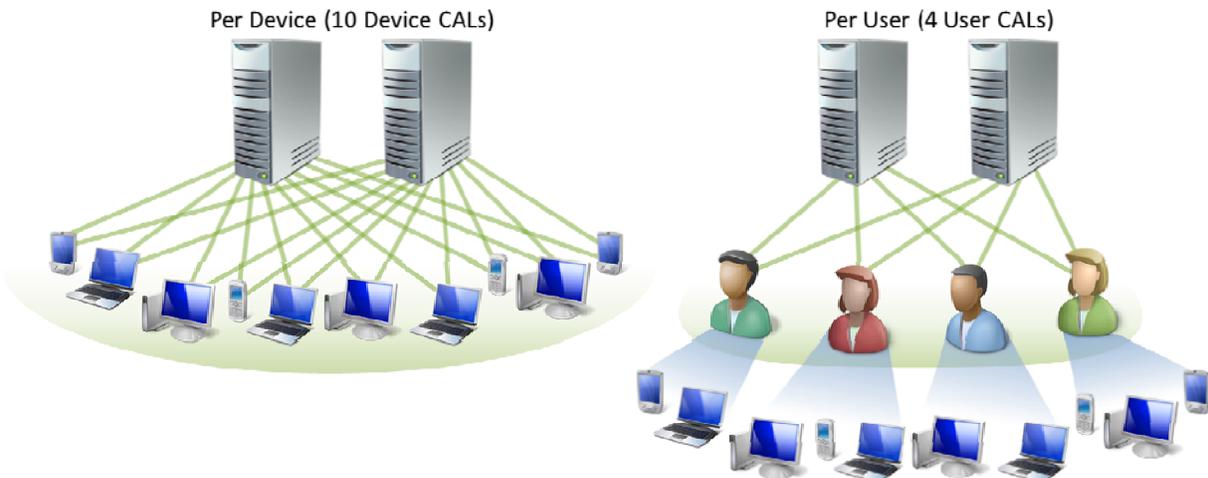
- Device CAL  
Licenses a device for use by any user to access instances of the server software on licensed servers
- User CAL  
Licenses one user to use any device to access instances of the server software on licensed servers

CALs are version and functionality specific. They must be the same version or later than the server software being accessed. A customer's CALs permit access to servers licensed by that customer or its affiliate (as defined in the customer's volume license agreement). They do not permit access to any other entity's licensed servers.

You may deploy network architectures that use hardware or software to reduce the number of devices or users that directly access the software on a server. This is referred to as *multiplexing* or *pooling*. This does not reduce the number of CALs required to access or use the server software. A CAL is required for each device or user that is connected to the multiplexing or pooling software or hardware front end.

Figure 8

CAL assignment based on User or Device



An External Connector (EC) license is an alternative to CALs for each server that external users will access. External users are users who are not employees or onsite contractors. An EC license assigned to a server permits access by any number of external users. Each physical server that external users access requires only one EC license regardless of the number of instances running. The right to run instances of the server software is licensed separately; the EC, like the CAL, simply permits access. EC licenses, like CALs, are version and functionality specific. They must be the same version or later than the server software being accessed. The decision on whether to acquire CALs or an EC is primarily a financial one.

### 8) Servers – Per Processor – per processor license

You must assign a license to a server for each processor on that server that the software uses. For software running in physical operating system environments, you must license each physical processor. For software running in virtual operating system environments, you need to license only the virtual processors the software uses. You do not need CALs or EC licenses because Per Processor licensing allows any number of users to access the software from any number of devices.

You may run any number of instances in licensed physical or virtual operating system environments.

Figure 9

Per Processor – Physical Operating System Environment

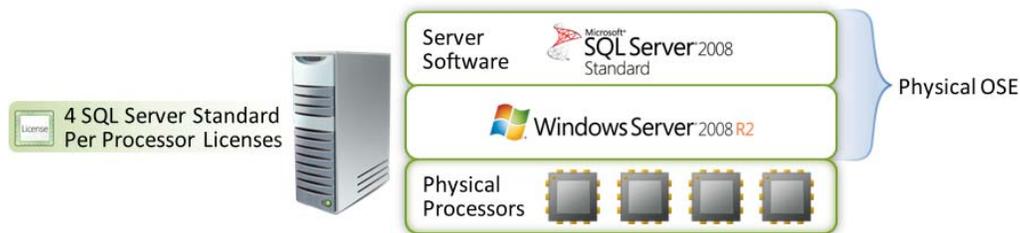
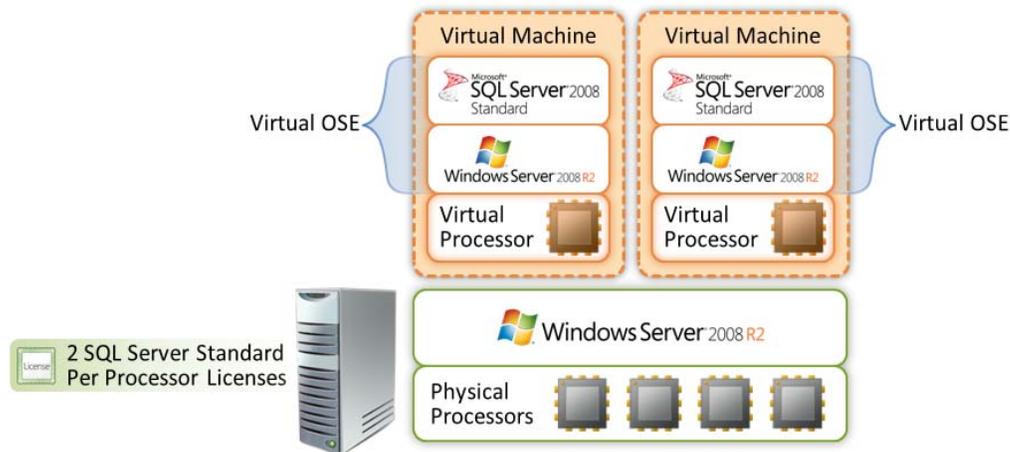


Figure 10

Per Processor – Virtual Operating System Environments



### 9) Servers – Specialty Servers – server license

You must assign a license to a server for each instance of the server software that you run on that server. You may run that instance in a physical or virtual operating system environment on that server. By exception, some products provide more specific use rights.

# Using Microsoft License Agreement/Product Use Rights

- Use the [Table of Contents](#) to locate the licensing model you want.

<b>Microsoft Desktop Operating Systems</b>	<b>23</b>	Licensing models
1. Windows Vista Business 2. DVD Playback Pack for Windows Vista		
<b>Microsoft Servers – Operating Systems</b>	<b>27</b>	
1. Microsoft Application Virtualization 4.5 for Terminal Services 2. Windows Essential Business Server 2008 Standard and Premium Editions 3. Windows Server 2008 Standard, Enterprise and Datacenter 4. Windows Server 2008 Standard without Hyper-V, Enterprise without Hyper-V and Datacenter without Hyper-V	5. Windows Server 2008 for Itanium Based Systems 6. Windows Server 2008 for Windows Essential Server Solutions 7. Windows Server 2008 for Windows Essential Server Solutions without Hyper-V 8. Windows Small Business Server 2008 Standard and Premium Editions	

- Read “Universal License Terms.” These apply to all products.
- Read “A. General License Terms” for the selected model. These apply to all products listed in the model.

## Microsoft Servers – Server / CAL

Licensing model: Server license + CAL + optional external connector

This section covers the products listed below (*for products with an asterisk or <sup>LM</sup>, also refer to sections B and C, respectively*). It also applies to products we add under this licensing model in the Product List.

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>1. Customer Care Framework 2009<sup>LM</sup></li> <li>2. Duet for Microsoft Office and SAP 1.5*, <sup>LM</sup></li> <li>3. Dynamics CRM 4.0 Professional and Enterprise Servers<sup>LM</sup></li> <li>4. Exchange Server 2007 Standard and Enterprise Editions<sup>LM</sup></li> <li>5. Identity Lifecycle Manager (ILM) 2007*, <sup>LM</sup></li> <li>6. Office Forms Server 2007<sup>LM</sup></li> <li>7. Office Communications Server 2007 R2 Standard and Enterprise Editions*, <sup>LM</sup></li> <li>8. Office PerformancePoint Server 2007<sup>LM</sup></li> <li>9. Office Project Portfolio Server 2007<sup>LM</sup></li> <li>10. Office Project Server 2007<sup>LM</sup></li> <li>11. Office SharePoint Server 2007<sup>LM</sup></li> </ol> | <ol style="list-style-type: none"> <li>12. SQL Server 2008 (licensed in Server-per CAL mode) Workgroup, Small Business and Standard*</li> <li>13. SQL Server 2008 (licensed in Server-per CAL mode) Enterprise*, <sup>LM</sup></li> <li>14. System Center Mobile Device Manager 2008*, <sup>LM</sup>, I</li> <li>15. System Center Mobile Device Manager 2008 with SQL Server 2005 Technology*, I, <sup>LM</sup></li> <li>16. Visual Studio Team System 2008 Team Foundation Server with SQL Server 2005 Technology*, <sup>LM</sup></li> <li>17. Whale Intelligent Application Gateway 2007</li> </ol> |
|---|--|

Look for asterisks (\*) indicating Exceptions and Additional Terms in Section B.

Look for I (!) indicating Internet Based Services Notices in Appendix 2

Look for <sup>LM</sup> indicating License Mobility Rights

Products

A. General License Terms

**A. General License Terms.** You have the rights below for each software license you acquire.

- Products with an asterisk (\*) next to their name have additional specific license terms. You will find these listed in “B. Exceptions and Additional Terms for Specific Products.”

### B. Exceptions and Additional Terms for Specific Products.

#### **For SQL Server 2008 Enterprise:**

Running Instances of the Server Software. You have the following right for each server to which you assign a software license. You may run, at any one time, any number of instances of the server software in one physical and any number of virtual operating system environments on that server.

- Products with an (!) next to their name have Internet based services notices. You will find these listed in Appendix 2 – Internet Based Services.
- Products with an (<sup>LM</sup>) next to their name allow license mobility. See the “C. License Mobility within Server Farms.”

- Products with an (<sup>SH</sup>) next to their name allow self hosting of applications. You will find terms in Appendix 1- Software Assurance Benefits.

## Table of Contents

### Universal License Terms

19

### Microsoft Desktop Applications

23

- |                                     |  |  |
|-------------------------------------|--|--|
| 1. Access 2010                      | 14. Microsoft Word 2008 for Mac                | 26. Project 2010 Professional and Standard Editions  |
| 2. AutoRoute 2010                   | 15. Office InterConnect 2007                   | 27. Publisher 2010                                   |
| 3. Communicator 2010                | 16. Office Mobile 6.1                          | 28. Rental Rights for Office                         |
| 4. Excel 2010                       | 17. Office Multi Language Pack 2010            | 29. Rental Rights for Publisher                      |
| 5. Excel Web App 2010               | 18. Office Professional Plus 2010              | 30. SharePoint Workspace 2010                        |
| 6. InfoPath 2010                    | 19. Office Standard 2010                       | 31. Streets and Trips 2010                           |
| 7. MapPoint 2010 Fleet Edition      | 20. OneNote 2010                               | 32. Virtual Earth Desktop with Enhanced Content Pack |
| 8. MapPoint 2009 Standard Edition   | 21. OneNote Web App 2010                       | 33. Visio 2010 Premium, Professional and Standard    |
| 9. Microsoft Entourage 2008 for Mac | 22. Outlook 2010                               | 34. Word 2010  |
| 10. Microsoft Excel 2008 for Mac    | 23. Outlook 2010 with Business Contact Manager | 35. Word Web App 2010                                |
| 11. Microsoft Math 3.0              | 24. PowerPoint 2010                            |  |
| 12. Microsoft Office Mac 2008       | 25. PowerPoint Web App 2010                    |  |

### Microsoft Desktop Operating Systems

28

- |  |                              |
|--|------------------------------|
| 1. Windows 7 Professional              | 3. Rental Rights for Windows |
| 2. DVD Playback Pack for Windows Vista |                              |

### Microsoft Servers – Operating Systems

33

- |   |   |
|---|---|
| 1. Windows Essential Business Server 2008 Standard and Premium Editions | 6. Windows Server 2008 for Windows Essential Server Solutions without Hyper-V |
| 2. Windows MultiPoint Server 2010 Academic                              | 7. Windows Small Business Server 2008 Standard and Premium Editions           |
| 3. Windows Server 2008 R2 Standard, Enterprise and Datacenter           |   |
| 4. Windows Server 2008 R2 for Itanium Based Systems                     |   |
| 5. Windows Server 2008 for Windows Essential Server Solutions           |   |

### Microsoft Servers – Server/CAL

47

- |  |  |
|--|--|
| 1. Customer Care Framework 2009          | 13. System Center Mobile Device Manager 2008 |
| 2. Duet for Microsoft Office and SAP 1.5 | 14. System Center Mobile Device              |

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>3. Dynamics CRM 4.0 Professional and Enterprise Servers</li> <li>4. Exchange Server 2010 Standard and Enterprise</li> <li>5. Exchange Server 2007 Standard for Small Business</li> <li>6. FAST Search Server 2010 for SharePoint</li> <li>7. Forefront Unified Access Gateway 2010</li> <li>8. Identity Lifecycle Manager (ILM) 2007</li> <li>9. Office Communications Server 2007 R2 Standard and Enterprise Editions</li> <li>10. Project Server 2010</li> <li>11. SharePoint Server 2010</li> <li>12. SQL Server 2008 (licensed in Server-per CAL mode) Enterprise, Small Business Edition, Standard, and Workgroup</li> </ul> | <ul style="list-style-type: none"> <li>Manager 2008 with SQL Server 2005 Technology</li> <li>15. Virtual Earth Server</li> <li>16. Virtual Earth Server with Enhanced Content Pack</li> <li>17. Visual Studio Team Foundation Server 2010</li> </ul> |
|--|--|

**Microsoft Servers – Per Processor**

**60**

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>1. BizTalk Adapter Pack 2.0</li> <li>2. BizTalk Server 2009 Branch, Standard and Enterprise Editions</li> <li>3. Commerce Server 2009 Standard and Enterprise Editions</li> <li>4. Forefront Threat Management Gateway, Medium Business Edition</li> </ul> | <ul style="list-style-type: none"> <li>5. Forefront Threat Management Gateway 2010 Standard and Enterprise Editions</li> <li>6. SQL Server 2008 (licensed in Per Processor mode) Enterprise, Standard, Workgroup and Web</li> <li>7. Visual Studio Team Lab Management 2010</li> </ul> |
|---|--|

**Microsoft Developer Tools**

**66**

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>1. BizTalk Server 2009 Developer Edition</li> <li>2. Expression Blend 3</li> <li>3. Expression Studio 3</li> <li>4. Expression Professional Subscription</li> <li>5. Expression Web 3</li> <li>6. MSDN Embedded</li> <li>7. MSDN Operating Systems</li> <li>8. SQL Server 2008 Developer</li> <li>9. TechNet Premium</li> </ul> | <ul style="list-style-type: none"> <li>10. Visual FoxPro 9.0</li> <li>11. Visual SourceSafe 2005</li> <li>12. Visual Studio 2010 Professional, Premium and Ultimate</li> <li>13. Visual Studio 2010 Professional, Premium and Ultimate with MSDN</li> <li>14. Visual Studio 2010 Professional with MSDN Embedded</li> <li>15. Visual Studio Test Elements 2010</li> <li>16. Visual Studio Test Elements 2010 with MSDN</li> </ul> |
|--|---|

**Microsoft Servers - Management Servers**

**73**

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>1. System Center Configuration Manager 2007 R2</li> <li>2. System Center Configuration Manager 2007 R2 with SQL Server 2005 Technology</li> <li>3. System Center Data Protection Manager 2007</li> <li>4. System Center Essentials 2007</li> <li>5. System Center Essentials 2007 with SQL Server 2005 Technology</li> </ul> | <ul style="list-style-type: none"> <li>6. System Center Operations Manager 2007 R2</li> <li>7. System Center Operations Manager 2007 R2 with SQL Server 2008 Technology</li> <li>8. System Center Virtual Machine Manager 2008 R2</li> </ul> |
|---|--|



## Microsoft Servers – Specialty Servers

86

1. Dynamics CRM 4.0 Workgroup Server
2. Groove Server 2010
3. HPC Pack 2008
4. Identity Lifecycle Manager (ILM) 2007 Windows Live Edition
5. Microsoft Services for Netware 5.03
6. Office SharePoint Server 2007 for Internet sites
7. Search Server 2010 SharePoint Server 2010 for Internet Sites Enterprise
8. System Center Reporting Manager 2006
9. System Center Virtual Machine Manager 2008 R2 Workgroup Edition
10. Virtual Server 2005 R2 Standard and Enterprise Editions
11. Windows HPC Server 2008
12. Windows Server 2008 HPC Edition
13. Windows Server 2008 HPC Edition without Hyper-V
14. Windows Web Server 2008 R2

## Microsoft Online Services

91

1. Bing Maps Standard and Professional Editions
2. Dynamics CRM Online
3. Exchange Online Deskless Worker and Standard Editions
4. Forefront Client Security
5. Forefront Client Security with SQL Server 2005 Technology
6. Forefront Online Protection for Exchange
7. Forefront Protection 2010 for Exchange Server
8. Forefront Security for Office Communications Server
9. Forefront Security for SharePoint
10. Forefront Server Security Management Console
11. Forefront Threat Management Gateway Web Protection Service
12. Microsoft Exchange Hosted Archive
13. Microsoft Exchange Hosted Continuity
14. Microsoft Exchange Hosted Encryption
15. Microsoft Learning Solutions IT Academy
16. Microsoft Learning Solutions eLearning Library
17. Microsoft Learning Solutions eReference Library
18. Microsoft Learning Solutions Technical eLearning Course Collection
19. Office Communications Online Standard Edition
20. Office Communications Server Public Instant Messaging Connectivity with America Online (AOL) Instant Messaging Service and Windows Live Messenger Service
21. Office Communications Server Public Instant Messaging Connectivity with Yahoo Instant Messaging Service
22. Office Groove Enterprise Services
23. Office Live Meeting Standard and Professional Editions
24. Office SharePoint Online Deskless Worker and Standard Editions
25. Tellme Basic, Standard, and Premium Editions
- 26.
27. Web Antimalware Subscription for Forefront Threat Management Gateway Medium Business Edition

## Combined Licensing Models

111

1. Virtual Desktop Infrastructure (VDI) Standard Suite
2. Virtual Desktop Infrastructure (VDI) Premium Suite

## Appendix 1: Software Assurance Benefits

113

1. Cold" Disaster Recovery Rights
2. E -Learning
3. TechNet Plus Subscription Media
4. Step-Up Licenses
  - a. MSDN
  - b. Software Assurance Product Support Services
  - c. Windows Fundamental for Legacy PCs
  - d. Windows 7 Enterprise
  - e. Windows 7 Virtualization Rights
  - f. Windows Virtual Enterprise Centralized Desktop and Windows Virtual Enterprise Centralized Desktop for Software Assurance.
  - g. Microsoft Desktop Optimization Pack for Software Assurance
  - h. Self-Hosted Applications

## Appendix 2: Internet Based Services

118

# Universal License Terms

These License terms apply to your use of all Microsoft software and Online Services licensed under your volume license agreement. If you are an entity of the United States Government, this Microsoft License Agreement/Product Use Rights constitutes an addendum to the volume license agreement between you and an authorized Microsoft reseller or government Integrator pursuant to which you order Licenses for Microsoft Products (the "Government Contract").

- A. Your Use Rights.** If you comply with your volume license agreement, including these License Agreement/Product Use Rights and the Product List, you may use the software and Online Services only as expressly permitted in these License Agreement/Product Use Rights.
- B. Rights to use other versions.** License terms for certain Products permit use of one or more copies or instances at a time. For any of these Products, for any permitted copy or instance, you may create, store and run in place of the version licensed, a copy or instance of a
- prior version
  - different permitted language version
  - different available platform version (for example, 32 bit or 64 bit)
- You may not use different versions of different components, such as server software and additional software, unless the License terms for the Product expressly permit you to do so.
- C. Third Party Software.** If other terms come with software licensed by a third party, those terms determine your rights to use it and any other related rights or remedies you have.
- D. Pre-release Code.** If other terms come with pre-release code, those terms apply to your use of it.
- E. Updates and Supplements.** We may update or supplement the software you license. If so, you may use that update or supplement with the software. If other terms come with an update or supplement, those terms apply to your use of it.
- F. No Commercial Hosting.** You may not host the Products for commercial hosting services.
- G. Technical Limitations.** You must comply with any technical limitations in the Products that only allow you to use it in certain ways. You may not work around them. For more information, see <http://www.microsoftvolumelicensing.com/userights/TechLimit.aspx>.
- H. Other Rights.** Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.
- I. Documentation.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal reference purposes. Documentation does not include electronic books.
- J. Product Activation.** Some Products and Online Services require activation or a Volume License key to install or access them. For information about when activation or a key is required, see the "Activate" link on <http://www.microsoft.com/licensing>. You are responsible for both the use of keys assigned to you and activation of Products using your Key Management Service (KMS) machines.
- You should not disclose keys to third parties.
  - You may not provide unsecured access to your KMS machines over an uncontrolled network such as the Internet.
- K. Additional Functionality.** We may provide additional functionality for the Products. Other License terms and fees may apply.
- L. Using More than One Product or Functionality Together.** You need a License for each Product and separately licensed functionality used on a device or by a user. For example, if you use Office on Windows, you need Licenses for both Office and Windows. Likewise, to access Remote Desktop Services in Windows Server you need both a Windows Server CAL and a Remote Desktop Services CAL.
- M. Font Components.** While the software is running, you may use its fonts to display and print content. You may only

- embed fonts in content as permitted by the embedding restrictions in the fonts; and
  - temporarily download them to a printer or other output device to print content.
- N. .NET Framework and PowerShell Software.** The software for the Products listed below contains Microsoft .NET Framework software and may contain PowerShell Software. Other Products may also contain .NET Framework software or PowerShell Software. These software components are part of Microsoft Windows. Except as provided in Benchmark Testing below, the License terms for Microsoft Windows apply to your use of these components.
- BizTalk Server
  - Customer Care Framework MSDN
  - SQL Server
  - System Center Essentials and System Center Essentials with SQL Server Technology
  - Visual Studio (all editions) with and without MSDN
  - Visual Studio Team Foundation Server
- O. Benchmark Testing.**
- i. Software.** You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the server software or additional software that comes with it. This applies to Products in the Microsoft Servers or Microsoft Developer Tools licensing models (see Table of Contents). This does not apply to the .NET Framework (see below) or to the following Products: Class Server, Live Communications Server, Systems Center Operations Manager, System Center Data Protection Manager, System Center Essentials, Systems Management Server, Virtual Server, Windows Server, Microsoft Services for Netware, Windows Small Business Server. It, however, does apply to SQL Technology, in any, licensed with these Products.
  - ii. Microsoft .NET Framework.** The software may include one or more components of the .NET Framework (".NET Components"). If so, you may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your Products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>.
- P. Multiplexing.** Hardware or software you use to:
- pool connections,
  - reroute information,
  - reduce the number of devices or users that directly access or use the Product, or
  - reduce the number of operating system environments, devices or users the Product directly manages,
- (sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of Licenses of any type that you need.
- Q. Distributable Code.** The software or online service may include code that you are permitted to distribute in programs you develop if you comply with the terms below.
- i. Right to Use and Distribute.** The code and text files listed below are "Distributable Code." These License Agreement/Product Use Rights may provide rights to other Distributable Code.
    - REDIST.TXT Files. You may copy and distribute the object code form of code listed in REDIST.TXT files.
    - Sample Code. You may modify, copy, and distribute the source and object code form of code marked as "sample."

- OTHER-DIST.TXT Files. You may copy and distribute the object code form of code listed in OTHER-DIST.TXT files.
  - Third Party Distribution. You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.
  - Additional License terms for MSDN Universal, MSDN Premium, and Visual FoxPro 9.0.
    - MSDE 2000. Distributable Code includes Microsoft SQL Server 2000 Desktop Engine (MSDE 2000). You may copy and distribute the object code form of MSDE 2000.
  - Additional License terms for Products in the Developer Tools Section of these License Agreement/Product Use Rights. The software may also contain the following Distributable Code. You may
    - Microsoft Merge Modules. Copy and distribute the unmodified output of Microsoft Merge Modules;
    - MFCs, ATLS and CRTs. Modify the source code form of Microsoft Foundation Classes (MFCs), Active Template Libraries (ATLs), and C runtimes (CRTs) to design, develop and test your programs, and copy and distribute the object code form of your modified files under a new name;
    - MDAC. Copy and distribute the object code form of the MDAC\_TYP.EXE file; and
    - Image Library. Copy and distribute images and animations in the Image Library as described in the software documentation. You may also modify that content. If you modify the content, it must be for use that is consistent with the permitted use of the unmodified content.
- ii. **Distribution Requirements.** For any Distributable Code you distribute, you must
- add significant primary functionality to it in your programs;
  - require distributors and external end users to agree to terms that protect it at least as much as your volume license agreement, including these License Agreement/Product Use Rights and the Product List;
  - display your valid copyright notice on your programs; and
  - be completely responsible for all costs and expenses that arise from any claims, including attorneys' fees, related to the distribution or use of your programs, to the extent permitted by 31 U.S.C. § 1341 (Anti-Deficiency Act) and other applicable Federal law or similar state law.
- iii. **Distribution Restrictions.** You may not
- alter any copyright, trademark or patent notice in the Distributable Code;
  - use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;
  - distribute Distributable Code, other than code listed in OTHER-DIST.TXT files, to run on a platform other than Microsoft operating systems, run-time technologies or application platforms;
  - include Distributable Code in malicious, deceptive or unlawful programs; or
  - modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that:
    - the code be disclosed or distributed in source code form, or
    - others have the right to modify it.
- R. **How to Know which License Agreement/Product Use Rights Apply.** For purposes of these License Agreement/Product Use Rights, "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. The use rights in effect for a Product and version on the effective date of an Enrollment or renewal term will apply to your use of the Product and version, except:
- i. earlier versions

If you run an earlier version of a Product that pre-dates both the Enrollment or renewal effective date and the current version of the Product as of that date, then the License Agreement/Product Use Rights for the version licensed apply. If the earlier version includes different components, any use rights for those components in the License Agreement/Product Use Rights that otherwise apply to the earlier version apply to your use of them.

ii. versions of Products for which Microsoft revises License Agreement/Product Use Rights

If Microsoft revises the License Agreement/Product Use Rights for a particular version after an Enrollment or renewal effective date, the License Agreement/Product Use Rights applicable to that version without those revisions apply.

iii. later versions of Products Microsoft makes available after the Enrollment or renewal effective date

If a new version of a Product is made available during the Enrollment or renewal term, the use rights in effect on the date that new version is first released will apply, subject to the subsection entitled "No detrimental use rights for Enterprise Products" below.

iv. no detrimental use rights for Enterprise Products

If a new version of an Enterprise Product has more restrictive use rights than the version that is current at the start of the applicable term, those more restrictive use rights will not apply to your use of that Product during that term.

v. renewal of an Enrollment

Upon renewal of an Enrollment, use rights for all Products for which Software Assurance is renewed are reset (e.g. the use rights in effect as of the renewal date will apply, not the use rights that were applicable during the preceding term). 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.

Unless otherwise specified herein, use of any Product that you license from us is governed by License Agreement/Product Use Rights specific to each Product and version and by the terms of your Government Contract. 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. Use of any Fixes is defined by the License Agreement/Product Use Rights for the affected Product or, if the Fix is not provided for a specific Product, any other use terms we provide. All Fixes are licensed to you.

## **S. Transferring and reassigning Licenses.**

**i. How to Transfer Licenses to Enrolled Affiliates or other third parties.** You may transfer fully-paid perpetual Licenses

(1) if you are an agency of the U.S. Government to another agency of the U.S. Government or to an unaffiliated third party in connection with (i) a privatization of the government agency or of an operating division of an Enrolled Affiliate or one of its government agency affiliates, (ii) a reorganization, or (iii) a consolidation; or

(2) if you are an agency of a state or local government to: (a) any other government agency, department, instrumentality, division, unit or other office of your state or local government that is supervised by or is part of you, or which supervises you or of which you are a part, or which is under common supervision with you; (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of your state and located within your state's jurisdiction and geographic boundaries; and (iii) any other entity expressly authorized by the laws of your state to purchase under state contracts, or (b) an unaffiliated third party in connection with a privatization of an affiliate of agency as set forth in (a) above or of an operating division of the Enrolled Affiliate or one of its affiliates as set forth in (a) above, a reorganization, or a consolidation.

To do so, you must complete and send to us a transfer notice in a form which can be obtained from <http://microsoft.com/licensing/contracts> before the transfer. All other transfers require our prior written consent. Guidance on what types of transfers are permissible can be found at <http://microsoft.com/licensing/contracts>. No license transfer will be valid unless you provide to the transferee, and the transferee accepts in writing, the applicable License Agreement/Product Use Rights, use restrictions, limitations of liability, and the transfer restrictions described in this section. Any transfer not made in compliance with this section will be void. The resale of Licenses is expressly prohibited.

**ii. Certain transfers not permitted.**

You may not transfer any of the following:

- (i) Licenses on a short-term basis (90 days or less),
- (ii) temporary rights to use Products,
- (iii) Software Assurance coverage,
- (iv) perpetual Licenses for any version of any Product acquired through Software Assurance separately from the underlying perpetual Licenses for which that Software Assurance coverage was obtained; or
- (v) an upgrade License for a desktop operating system Product separately from the underlying desktop operating system License or from the computer system on which the Product is first installed.

**iii. Internal reassignment of Licenses and Software Assurance.**

- (i) **For Products other than the desktop operating system upgrade.** For Products other than the desktop operating system upgrade, an Enrolled Affiliate may reassign Licenses within an Enrolled Affiliate or an Agency Affiliate. However, an Enrolled Affiliate may not reassign Licenses on a short-term basis (90 days or less) or reassign Software Assurance or other upgrade coverage separately from the underlying License, except as otherwise provided in the Enrollment. The Enrolled Affiliate may not reassign desktop operating system upgrade Licenses from one computer to another.
- (ii) **For desktop operating systems.** The Enrolled Affiliate may reassign Software Assurance coverage on desktop operating systems from the original computer to a replacement computer within the Enrolled Affiliate, as long as (1) the replacement computer is licensed to run the latest version of that operating system and (2) the Enrolled Affiliate removes any desktop operating system upgrades from the original computer.

**T. Restrictions on use.** You must not:

- (i) separate and use the components of a Product on two or more computers, upgrade or downgrade components at different times, or transfer components separately, except as provided in this License Agreement/Product Use Rights;
- (ii) reverse engineer, decompile or disassemble any Product or Fix, except where applicable law permits it despite this limitation; or
- (iii) rent, lease, lend or commercially host to third parties any Product or Fix, except where we agree by separate agreement.

**U. Warranties.**

- a. Limited Product warranty.** We warrant that each version of a Commercial Product licensed by you will perform substantially as described in the applicable Microsoft user documentation. This warranty is subject to the following limitations:
  - (i) the warranty applies for one year from the date you first run a copy of the Product;

- (ii) any implied warranties, guarantees or conditions last only during the term of the limited warranty, except where applicable law does not permit such a limitation;
  - (iii) the warranty does not cover problems caused by accident, abuse or use of the Products in a manner inconsistent with this agreement or the License Agreement/Product Use Rights, or resulting from events beyond our reasonable control;
  - (iv) the warranty does not apply to components of Products that you are permitted to redistribute; and
  - (v) the warranty does not apply to problems caused by the failure to meet minimum system requirements.
- b. Remedies for breach of limited Product warranty.** If you notify us within the warranty period that a Commercial Product does not meet the limited warranty, then we will, at our option, either (a) return the price paid for the Product, or (b) repair or replace the Product. These are your only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.
- c. No warranty on free and Beta Products.** To the maximum extent permitted by law, Free Products and Beta Products are provided "as-is," without any warranties. You acknowledge that the provisions of this paragraph with regard to Pre-release and Beta Products are reasonable, among other things as these Products are being provided to you prior to commercial release and before we have fully tested them.
- d. DISCLAIMER OF OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, WE PROVIDE NO OTHER EXPRESS OR IMPLIED WARRANTIES. WE DISCLAIM ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.**

**V. Defense of infringement and claims of trade secret misuse.**

- a. Agreement to protect.** For any claims made by an unaffiliated third party against you that any Commercial Product or Fix infringes that party's patent, copyright or trademark or makes intentional unlawful use of its trade secret or undisclosed information, we will pay the amount of any resulting adverse final judgment (or settlement to which we consent) subject to the terms of this Section V. This section provides your exclusive remedy for these claims. The terms "intentional unlawful use" and "undisclosed information" are used as defined in Article 39.2 of the TRIPs agreement.
- b. What you must do.** You must notify us promptly in writing of the claim and allow us to participate in its defense or settlement to the extent permitted by applicable law.
- c. Limitations on defense obligation.** Our obligations will not apply to the extent that the claim or award is based on:
- (i) Your use of the Product or Fix after we notify you to discontinue that use due to a third party claim;
  - (ii) Your combination of the Product or Fix with a non-Microsoft Product, data or business process;
  - (iii) damages attributable to the value of the use of a non-Microsoft product, data or business process;
  - (iv) modifications that you make to the Product or Fix;
  - (v) Your redistribution of the Product or Fix to, or your use for the benefit of, any third party;
  - (vi) Your use of our trademark(s) without express written consent to do so; or
  - (vii) any trade secret or undisclosed information claim, where you acquire the trade secret or undisclosed information (a) through improper means; or (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a person (other than us or our affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret or undisclosed information.

You will be completely responsible for any costs or damages that result from any of these actions, to the extent permitted by 31 U.S.C § 1341 (Anti-Deficiency Act) and other applicable Federal law or similar state law.

- d. Specific rights and remedies in case of infringement.**

- (i) **Our rights in addressing possible infringement.** If we receive information concerning an infringement claim related to a Product or Fix, we may, at our expense and without obligation to do so, either:
- procure for you the right to continue to run the allegedly infringing Product or Fix, or
  - modify the Product or Fix, or replace it with a functional equivalent, to make it non-infringing, in which case you will immediately stop using the allegedly infringing Product or Fix after receiving notice from us.
- (ii) **Your specific remedy in case of injunction.** If, as a result of an infringement claim, your use of a Commercial Product or Fix is enjoined by a court of competent jurisdiction, we will, at its option, either
- procure the right to continue its use, or
  - replace it with a functional equivalent, or
  - modify it to make it non-infringing, or
  - refund the amount paid and terminate the License for the infringing Commercial Product or Fix.

#### **W. Limitation of liability.**

- a. **Limitation on liability.** Except as otherwise provided in this section, to the extent permitted by applicable law, the liability of us and of our contractors to you arising under this agreement is limited to direct damages up to the amount you or your affiliate paid for the Product giving rise to that liability. In the case of Free Product or code that you are authorized to redistribute to third parties without separate payment to us, our liability is limited to U.S. \$5,000. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, these monetary limitations will not apply to:
- (i) Our obligations under the section titled "Defense of infringement and claims of trade secret misuse"; or
- (ii) liability for damages for gross negligence or willful misconduct caused by us or our agents and awarded by a court of final adjudication (provided that, in any cases where the laws of the Republic of Ireland (or any jurisdiction that does not recognize a legal distinction between "gross negligence" and "negligence") apply to this provision, "gross negligence" as used in this subsection shall mean "recklessness"); or
- (iii) liability for personal injury or death caused by our negligence or that of our employees or agents or for fraudulent misrepresentation.
- b. **EXCLUSION OF CERTAIN DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES OR SUPPLIERS, WILL BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS OR OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.**

#### **X. Verifying compliance.**

- a. **Right to verify compliance.** You must keep records relating to the Products you and your affiliates use under this License Agreement/Product Use Rights. We have the right to verify compliance with the License Agreement/Product Use Rights, at our expense, during the term of the applicable Enrollment and for a period of one year thereafter.
- b. **Verification process and limitations.** To verify compliance, we will engage an independent accountant from an internationally 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 can require you to complete our self-audit questionnaire relating to the Products you and any of your Affiliates use under the License Agreement/Product Use Rights, but reserve the right to use a verification process as set out above.

If we undertake verification and do not find material unlicensed use (license shortage of 5% or more), we will not undertake another verification of the same entity for at least one year. We and our auditors will use the information obtained in compliance verification only to enforce our rights and to determine whether you are in compliance with the terms of the License Agreement/Product Use Rights. By invoking the rights and procedures described above, we do not waive our rights to enforce the agreement or to protect our intellectual property by any other means permitted by law.

- c. Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use, you must promptly order sufficient Licenses to cover such use. If material unlicensed use is found, you must be completely responsible for the costs we have incurred in verification, to the extent permitted by 31 U.S.C. § 1341 (Anti-Deficiency Act) and other applicable Federal law or similar state law, and acquire the necessary additional Licenses at single retail License cost within 30 days
- Y. Severability.** If a court holds any provision of this License Agreement/Product Use Rights to be illegal, invalid or unenforceable, the rest of the document will remain in effect and this License Agreement/Product Use Rights will be amended to give effect to the eliminated provision to the maximum extent possible.
- Z. Waiver.** A waiver of any breach of this License Agreement/Product Use Rights is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving party.
- AA. Restricted Rights.** All Products provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995, are provided with the commercial license rights as set forth in this Microsoft License Agreement/Product Use Rights. All Products provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995, are provided with "Restricted Rights" as provided for in FAR, 48 C.F.R. 52.227-14 (June 1987) or DFAR, 48 C.F.R. 252.227-7013 (Oct 1988), as applicable.
- BB. Copyright Violation.** If you are an entity of a state or local government, you agree to pay for, and comply with the terms of your Government Contract and these License Agreement/Product Use Rights for the Products you use. Except to the extent you are licensed under the Government Contract and these License Agreement/Product Use Rights, you shall be responsible for breach of such agreements and your violation of Microsoft's copyright in the Products, including payment of license fees specified in these License Agreement/Product Use Rights for unlicensed use.

**The following License terms apply to your use of Products in the Microsoft Servers licensing models. They also apply to your use of Windows 7 software under Licenses for which you have current Software Assurance coverage.**

- A. Instance.** You create an "instance" of software by executing the software's setup or install procedure. You also create an instance of software by duplicating an existing instance. References to software include "instances" of the software.
- B. Run an Instance.** You "run an instance" of software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
- C. Operating System Environment.** An "operating system environment" is
- i. all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and
  - ii. instances of applications, if any, configured to run on the operating system instance or parts identified above.

There are two types of operating system environments, physical and virtual. A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software (e.g. Microsoft Virtual Server or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment. A virtual operating system environment is

configured to run on a virtual (or otherwise emulated) hardware system. A physical hardware system can have either or both of the following:

- i. one physical operating system environment
  - ii. one or more virtual operating system environments
- D. **Server.** A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
- E. **Assigning a License.** To assign a License means simply to designate that License to one device or user.
- F. **No Separation of Software.** You may not separate the software for use in more than one operating system environment under a single License, unless expressly permitted. This applies even if the operating system environments are on the same physical hardware system.
- G. **Physical and Virtual Processors.** A physical processor is a processor in a physical hardware system. Physical operating system environments use physical processors. A virtual processor is a processor in a virtual (or otherwise emulated) hardware system. Virtual operating system environments use virtual processors. A virtual processor is considered to have the same number of threads and cores as each physical processor on the underlying physical hardware system.
- H. **Maximum Instances.** The software or your hardware may limit the number of instances of the software that can run in physical or virtual operating system environments on a device.

## Microsoft Desktop Applications

Licensing model: Per device

This section covers the products listed below (*for products with an asterisk, also refer to section B*). It also applies to products we add under this licensing model in the Product List.

- |   |  |  |
|---|--|--|
| 1. Access 2010 <sup>*, I</sup>                        | 15. Office InterConnect 2007 <sup>I</sup>                        | 28. Rental Rights for Office <sup>*, I</sup>                   |
| 2. AutoRoute 2010*                                    | 16. Office Mobile 6.1*   | 29. Rental Rights for Publisher <sup>*, I</sup>                |
| 3. Communicator 2010 <sup>*, I</sup>                  | 17. Office Multi Language Pack 2010 <sup>I</sup>                 | 30. SharePoint Workspace 2010 <sup>*, I</sup>                  |
| 4. Excel 2010 <sup>*, I</sup>                         | 18. Office Professional Plus 2010 <sup>*, I</sup>                | 31. Streets and Trips 2010*                                    |
| 5. Excel Web App 2010 <sup>*, I</sup>                 | 19. Office Standard 2010 <sup>*, I</sup>                         | 32. Virtual Earth Desktop with Enhanced Content Pack*          |
| 6. InfoPath 2010 <sup>*, I</sup>                      | 20. OneNote 2010 <sup>*, I</sup>                                 | 33. Visio 2010 Premium, Professional and Standard <sup>I</sup> |
| 7. MapPoint 2010 Fleet Edition*                       | 21. OneNote Web App 2010 <sup>*, I</sup>                         | 34. Word 2010 <sup>*, I</sup>                                  |
| 8. MapPoint 2010 Standard Edition*                    | 22. Outlook 2010 <sup>*, I</sup>                                 | 35. Word Web App 2010 <sup>*, I</sup>                          |
| 9. Microsoft Entourage 2008 for Mac                   | 23. Outlook 2010 with Business Contact Manager <sup>*, I</sup>   |  |
| 10. Microsoft Excel 2008 for Mac*                     | 24. PowerPoint 2010 <sup>*, I</sup>                              |  |
| 11. Microsoft Math 3.0                                | 25. PowerPoint Web App 2010 <sup>*, I</sup>                      |  |
| 12. Microsoft Office Mac 2008 <sup>*, I</sup>         | 26. Project 2010 Professional and Standard Editions <sup>I</sup> |  |
| 13. Microsoft PowerPoint 2008 for Mac <sup>*, I</sup> | 27. Publisher 2010 <sup>I</sup>                                  |  |
| 14. Microsoft Word 2008 for Mac <sup>*, I</sup>       |  |  |

### A. General License Terms. You have the rights below for each license you acquire.

#### I) Installation and Use Rights.

- a) **Licensed Device.** Before you use the software under a license, you must assign that license to one device (physical hardware system). That device is the "licensed device." A hardware partition or blade is considered to be a separate device.
- You may install and use any number of copies of the software and of any prior version of the software on the licensed device.
  - Except as described in the Remote Access section below, only one user may use the copies on the licensed device at a time.
  - You may reassign a license, but not on a short-term basis (i.e., not within 90 days of the last assignment). If you reassign a license, the device to which you reassign the license becomes the new licensed device for that license.
- b) **Portable Device.** You may install a copy on a portable device for use by the single primary user of the licensed device.
- c) **Network Device.** You may also install additional copies on a network device. You may only use those copies as described in the Remote Access section below.

**II) Additional Licensing Requirements and/or Use Rights.**

- a) **Remote Access.** You may access and use the software remotely from another device as described below.
- **Primary user.** The single primary user of the device hosting the remote desktop session may access and use the software remotely from any other device. No other person may use the software under the same license at the same time except to provide support services.
  - **Non-primary users.** Any user may access and use the software remotely from a separately licensed device.
  - **Remote assistance.** You may allow other devices to access the software to provide you with support services. You do not need additional licenses for this access.
- b) **Media Elements and Templates.** Media images, clip art, animations, sounds, music, video clips, templates and other forms of content are "media elements". You may have access to media elements provided with the software or as part of a related service. You may copy and use those media elements in projects and documents. You may not
- sell, license or distribute copies of the media elements by themselves or as a product if the primary value of the product is the media elements;
  - grant your customers rights to further license or distribute the media elements;
  - license or distribute for commercial purposes media elements that include the representation of identifiable individuals, governments, logos, trademarks, or emblems or use these types of images in ways that could imply an endorsement or association with your product, entity or activity; or
  - create obscene or scandalous works using the media elements.

For more information, go to [www.microsoft.com/permission](http://www.microsoft.com/permission).

**B. Exceptions and Additional Terms for Particular Products.**

**For Excel Web App 2010, OneNote Web App 2010, PowerPoint Web App 2010, and Word Web App 2010:**

The Installation and Use Rights section and the Primary User and Non-Primary User subsections under Remote Access in the Additional Licensing Requirements and/or Use Rights above do not apply. You may install the Web App software on a network device. You may use the software only as described below.

- **Primary User.** The single primary user of the licensed device may access and use the software remotely from any device.
- **Non-primary Users.** At any time, one user may access and use the software from the licensed device.

**For MapPoint 2010 Fleet and Standard Editions, Streets & Trips 2010 and AutoRoute 2010:**

**Use of Maps.**

- You may copy maps and information from maps for your internal, noncommercial use.
- You may not delete or change any legal or copyright notices.
- You may not use the software to produce sales leads.
- Some of the information in the software may be inaccurate and may produce incorrect results. Do not expect the software to provide or depict exact distances, directions or geographic features. You may not use the software in an unsafe way.

**For MapPoint 2010 Fleet and Standard Editions:**

**Use of Maps.**

- You may not provide real-time vehicle guidance. You may not calculate or recommend a route or ordering of destinations based on the location of more than one vehicle.
- You may connect the licensed device to the systems of your vehicle only to receive power or use its audio system to output the software's voice-based guidance notifications.
- You may not use the software to interface with those vehicle systems in any other manner.

**Fleet Applications.** Fleet applications are software that use MapPoint, and data from sensors used specifically with multiple vehicles to provide location information (such as GPS systems and triangulation devices). You may use MapPoint with fleet applications only if you license MapPoint Fleet Edition. For MapPoint Fleet Edition, you may use the software with fleet applications for any number of vehicles.

**For Office Mobile 6.1:**

**Installation and Use Rights:** You may install and use only one copy of the software on the licensed device. You may not install additional copies of the software on any other device.

**For Office Professional Plus 2010 and Office Standard 2010:**

**Work at Home (WAH) License.** For each WAH license you acquire, the single primary user of a device on which you run a separately licensed copy of the software (work device) may install and use one copy of the software on a home device (WAH user). If you upgrade the software on the work device, the WAH user may upgrade the copy on the home device. The WAH user's right to use the software terminates when the WAH user leaves your organization. At that time, the WAH user must remove the software from the home device.

**Office Resource Kit.**

- Installation and Use Rights. You may install and use any number of copies of the Office Resource Kit software.
- Distribution. You may copy and distribute the Office Resource Kit software. Each copy must be complete, including all copyright and trademark notices. You must require end users to agree to terms that protect the software at least as much as your volume licensing agreement including these License Agreement/Product Use Rights.

**Office Web Apps.** In addition to the rights above, you may install the Web App software on a network device. You may use the Web App software only as described below.

- **Primary User.** The single primary user of the licensed device may access and use the software remotely from any device.
- **Non-primary Users.** At any time, one user may access and use the software from the licensed device.

**For Rental Rights for Office and Rental Rights for Publisher:**

The Rental Rights offerings are not a standalone license to use Volume Licensing software, but an additional license that modifies your rights to use other qualifying software on a device. "Qualifying software" includes the products identified as qualifying software for Rental Rights for Office and qualifying software for Rental Rights for Publisher, respectively, in the Product List.

Except as described below, use of the qualifying software remains subject to the license terms that came with it and govern its use. The rights granted here do not create or extend any warranty or support obligation. The General License Terms above do not apply.

You must assign the Rental Rights to each licensed device that you rent, lease or lend.

The prohibition against renting, leasing or lending the qualifying software is waived. You may permit subsequent users to use the qualifying software installed on the licensed device. You must make the users agree to the license terms in writing or on-line before they begin to use the software.

You must notify all users that:

- we offer no warranty to the users on the qualifying software;
- we will not defend the users against any claims made by a third party that the qualifying software infringes that party's intellectual property rights; and
- we will not be liable for any damages arising from the use of the qualifying software.

You will be completely responsible for all costs and expenses arising from your failure to notify all users, to the extent permitted by 31 U.S.C § 1341 (Anti-Deficiency Act) and other applicable Federal law or similar state law.

You may use the licensed device to which you assign the Rental Rights for your own benefit.

You may not use or permit use of additional copies of the qualifying software on a separate portable device or a network device. This prohibition overrides any right you have under the license terms that came with your qualifying software:

- to install additional copies of that software on a separate portable device or a network device;
- for the primary user of the licensed device to use that software on a separate portable device; and
- for any user of a separately licensed device to access that software on a network device.

You may not permit use of the qualifying software within a virtual (or otherwise emulated) hardware system.

You may not permit remote access to the qualifying software. This prohibition overrides any right for the primary user of the licensed device or any user of a separately licensed device to access that software under the license terms that came with the qualifying software.

You may not reassign the Rental Rights to another device.

The rights granted here expire upon the earlier of:

- permanent hardware failure of the licensed device;
- reassignment of the right to use the qualifying software to another device; or
- expiration of the right to use the qualifying software under the license terms that came with it.

#### **For Virtual Earth Desktop with Enhanced Content Pack:**

##### **Use of Content.**

- You may use the software to cache results and provide map, route and location lookup transactions, as defined below.

Map Transactions. These involve a single raster or vector image depicting one of the following:

- (a) a sensor-generated location to identify the location and scale of the raster or vector map, or
- (b) a map for a pre-determined specified geographical area for use to display the vector image.

Route Transactions. These include one or more of the following:

- (a) text or voice driving directions from a single origin to a single destination, but not real time text or voice driving directions,
- (b) the travel time and/or distance for all or any portion of such route, and/or
- (c) a single raster or vector image or series of either depicting a map.

Location Lookup Transactions. These identify the street address or intersection of streets. They include the raster or vector image depicting such location on a map, based on the user's search.

- You may not integrate the software with a vehicle or any of its systems and functions. This includes systems or functions that influence or control vehicle behavior, such as:
  - (a) vehicle speed,
  - (b) braking,
  - (c) suspension,
  - (d) fuel emissions,
  - (e) headlight,
  - (f) stability, or
  - (g) steering.

- You may not connect the software to an external display screen installed or present in a vehicle.
- You may not manipulate the software by controls that are part of any other device present in a vehicle. This does not include volume controls through a vehicle's speakers or use of a vehicle's speakers for voice recognition.
- You may not use the software to present or alert a user to turns and stops along a route in any way that is synchronized with the user's sensor-based position along the route. For example, you may not use the software to provide "real-time" route guidance that tracks a user's position using GPS and communicates stops or turns as the user approaches the location for such stop or turn.
- You may not use the software for fleet management or dispatch. You may not provide dispatch guidance based on the position or routing of multiple objects tracked using GPS or other sensor-generated methods.
- You may not use the software for the calculation of isochrones that are used and/or displayed on maps derived from the vector data in the software. Isochrones are a set for points that represent a similar driving time from or to a certain location.
- You may not sublicense or redistribute data or any other content available in the software.
- You may not use vector data for any purpose other than the display of such vector images.
- You may not use the software with another device that uses road network data locally if the road network data is not also available within the software.
- You may not use the data or any other content available in the software except in conjunction with the software.

Additional Disclaimer of Liability. The information, content and services included in or available through the software may include inaccuracies or typographical errors.

Disclaimer of Warranty. Despite anything to the contrary in the terms and conditions of your volume license agreement, all information, content, services and related graphics are provided without warranty of any kind. Microsoft and/or its respective suppliers hereby disclaim all warranties and conditions with regard to information, content, services and related graphics, including all implied warranties and conditions of merchantability, fitness for a particular purpose, workmanlike effort, title and non-infringement.

## Microsoft Desktop Operating Systems

Licensing model: Per copy per device

This section covers the products listed below (*for products with an asterisk, also refer to section B*). It also applies to products we add under this licensing model in the Product List.

1. Windows 7 Professional\*, <sup>1</sup>
2. DVD Playback Pack for Windows Vista\*
3. Rental Rights for Windows\*

See the **Software Assurance Addendum for license terms for Windows 7 Enterprise and Windows Virtual Enterprise Centralized Desktop and Windows Virtual Enterprise Centralized Desktop for Software Assurance.**

### A. General License Terms. You have the rights below for each license you acquire.

- I) **Installation and Use Rights.** Before you use the software under a license, you must assign that license to one device (physical hardware system). That device is the "licensed device." You may not reassign that license to another device. A hardware partition or blade is considered to be a separate device.
- a) **Licensed Device.** You may install one copy of the software on the licensed device. You may use the software on up to two processors on that device at one time. Except as provided in the Storage section below, you may not use the software on any other device.
  - b) **Number of Users.** Except as provided in the Device Connections and Other Access Technologies sections below, only one user may use the software at a time.
  - c) **Use with other software.** You may not use the software's runtime and other files to run applications not running on the software.

### II) **Additional Licensing Requirements and/or Use Rights.**

- a) **Storage.** You may store one copy of the software on a storage device, such as a network server. You may use that copy to install the software on any other device to which a license has been assigned.
- b) **Device Connections.** You may allow up to 20 other devices to access the software installed on the licensed device to use only File Services, Print Services, Internet Information Services, Internet Connection Sharing and Telephony Services.
- c) **Remote Access Technologies.** You may access and use the software installed on the licensed device remotely from another device using remote access technologies as follows.
  - **Remote Desktop.** The single primary user of the licensed device may access a session from any other device using Remote Desktop or similar technologies. A "session" means the experience of interacting with the software, directly or indirectly, through any combination of input, output and display peripherals. Other users may access a session from any device, using these technologies, if:
    - (1) the remote device is separately licensed to run the software; or
    - (2) the user or remote device has the appropriate Remote Desktop License (RDL).
  - **Other Access Technologies.** You may use Remote Assistance or similar technologies to share an active session.
- d) **Other Remote Uses.** You may allow any number of devices to access the software installed on the licensed device to activate using Key Management Services or similar technology.

- e) **Use with Virtualization Technologies.** Instead of using the software directly on the licensed device, you may install and use a copy within a virtual (or otherwise emulated) hardware system on the licensed device. When used in this manner, protected content may not be as secure as when used directly on the licensed device. (Protected content is content that is protected by digital rights management technology, BitLocker or any full volume disk drive encryption technology.) You should comply with all domestic and international laws that apply to protected content you play or access.
- f) **Icons, images and sounds.** While the software is running, you may use but not share its icons, images, sounds, and media. The sample images, sounds and media provided with the software are for your non-commercial use only.
- g) **Media Center Extender.** You may have five Media Center Extender Sessions (or other software or devices which provide similar functionality for a similar purpose) running at the same time to display the software user interface or content on other displays or devices.
- h) **Electronic Programming Guide.** If the software includes access to an electronic programming guide service that displays customized television listings, a separate service agreement applies to the service. If you do not agree to the terms of the service agreement, you may continue to use the software, but you will not be able to use the electronic programming guide service. The service may contain advertising content and related data, which are received and stored by the software. The service is not available in all areas. Please consult the software information for instructions on accessing the service agreement.
- i) **Related Media Information.** If you request related media information as part of your playback experience, the data provided to you may not be in your local language. Some countries or regions have laws and regulations which may restrict or limit your ability to access certain types of content.
- j) **Worldwide Use of the Media Center.** Media Center is not designed for use in every country. For example, although the Media Center information may refer to certain features such as an electronic programming guide or provide information on how to configure a TV tuner, these features may not work in your area. Please refer to the Media Center information for a list of features that may not work in your area.

**III) Potentially Unwanted Software.** If turned on, Windows Defender will search your computer for "spyware," "adware" and other potentially unwanted software. If it finds potentially unwanted software, the software will ask you if you want to ignore, disable (quarantine) or remove it. Any potentially unwanted software rated "high" or "severe" will automatically be removed after scanning unless you change the default setting. Removing or disabling potentially unwanted software may result in

- other software on your computer ceasing to work, or
- your breaching a license to use other software on your computer.

By using this software, it is possible that you will also remove or disable software that is not potentially unwanted software.

#### IV) Notices

**NOTICE ABOUT THE H.264/AVC VISUAL STANDARD, THE VC-1 VIDEO STANDARD, THE MPEG-4 VISUAL STANDARD AND THE MPEG-2 VIDEO STANDARD.** This software may include H.264/AVC, VC-1, MPEG-4 Part 2, and MPEG-2 visual compression technology. MPEG LA, L.L.C. requires this notice:

- THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, THE MPEG-4 PART 2 VISUAL, AND MPEG-2 VIDEO PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE ("VIDEO STANDARDS") AND/OR (ii) DECODE AVC, VC-1, MPEG-4 PART 2 OR MPEG 2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE <http://www.mpegla.com/index1.cfm> .

**V) Mandatory Activation.** Activation associates the use of the software with a specific device. During Multiple Activation Key (MAK) activation, the software will send information about the software and the device to Microsoft. During Key Management Service (KMS) host activation, the software will send information about the

KMS host software and the host device to Microsoft. KMS client devices activated using KMS do not send information to Microsoft. However, they require periodic reactivation with your KMS host. The information sent to Microsoft during MAK or KMS host activation includes:

- the version, language and product key of the software
- the Internet protocol address of the device
- information derived from the hardware configuration of the device.

For more information, see <http://go.microsoft.com/fwlink/?linkid=69497>. By using the software, you consent to the transmission of this information. Before you activate, you have the right to use the version of the software installed during the installation process. Your right to use the software after the time specified in the installation process is limited unless it is activated. This is to prevent its unlicensed use. You will not be able to continue using the software after that time if you do not activate it. If the device is connected to the Internet, the software may automatically connect to Microsoft for activation. You can also activate the software manually by Internet or telephone. If you do so, Internet and telephone service charges may apply. Some changes to your computer components or the software may require you to reactivate the software. The software will remind you to activate it until you do.

Microsoft may take any of these actions related to unauthorized use of MAK or KMS keys:

- prevent further activations
- deactivate
- otherwise block the key from activation or validation.

Key deactivation may require the customer to acquire a new key from Microsoft.

## **VI) Validation.**

- a) Validation verifies that the software has been activated and is properly licensed. It also verifies that no unauthorized changes have been made to the validation, licensing, or activation functions of the software. Validation may also check for certain malicious or unauthorized software related to such unauthorized changes. A validation check confirming that you are properly licensed permits you to continue to use the software, certain features of the software or to obtain additional benefits. **You are not permitted to circumvent validation.** This is to prevent unlicensed use of the software. For more information, see [go.microsoft.com/fwlink/?Linkid=104610](http://go.microsoft.com/fwlink/?Linkid=104610).
- b) The software will from time to time perform a validation check of the software. The check may be initiated by the software or Microsoft. To enable the activation function and validation checks, the software may from time to time require updates or additional downloads of the validation, licensing or activation functions of the software. The updates or downloads are required for the proper functioning of the software and may be downloaded and installed without further notice to you. During or after a validation check, the software may send information about the software, the computer and the results of the validation check to Microsoft. This information includes, for example, the version and product key of the software, any unauthorized changes made to the validation, licensing or activation functions of the software, any related malicious or unauthorized software found and the Internet protocol address of the computer. Microsoft does not use the information to identify or contact you. By using the software, you consent to the transmission of this information. For more information about validation and what is sent during or after a validation check, see [go.microsoft.com/fwlink/?Linkid=104611](http://go.microsoft.com/fwlink/?Linkid=104611).
- c) If, after a validation check, the software is found to be counterfeit, improperly licensed, a non-genuine Windows product, or include unauthorized changes, the functionality and experience of using the software will be affected, for example:

Microsoft may

- repair the software, remove, quarantine or disable any unauthorized changes that may interfere with the proper use of the software, including circumvention of the activation or validation functions of the software, or
- check and remove malicious or unauthorized software known to be related to such unauthorized changes, or
- provide notices that the software is improperly licensed or a non-genuine Windows product

and you may

- receive reminders to obtain a properly licensed copy of the software, or
  - need to follow Microsoft's instructions to be licensed to use the software and reactivate, and you may not be able to
  - use or continue to use the software or some of the features of the software, or
  - obtain certain updates or upgrades from Microsoft.
- d) You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources, see [go.microsoft.com/fwlink/?Linkid=104612](http://go.microsoft.com/fwlink/?Linkid=104612).

## **B. Exceptions and Additional Terms for Particular Products.**

### **For DVD Playback Pack for Windows Vista:**

DVD Playback Pack for Windows Vista is a separately licensed add-on to Windows Vista. The Additional Licensing Requirements and/or Use Rights section above does not apply to it.

### **For Windows 7, Windows 7 K, Windows 7 KN:**

Windows 7 and Windows 7 K include Windows Media Player and related technologies identified by the Korean Fair Trade Commission (KFTC) and a link to the Windows Live Messenger Download. Windows 7 KN does not include Windows Media Player or related technologies identified by the KFTC. Please see the Microsoft Product List at <http://www.microsoft.com/licensing> for details about which language versions and media fulfillment options are available for each of these editions.

**Windows 7 K.** The KFTC requires that the software contain links to a Media Player Center Web site and a Messenger Center Web site which has links to third party sites to enable you to download and install third party media players and instant messaging software. The third party sites are not under the control of Microsoft, and Microsoft is not responsible for the software or content of any third party sites, any links contained in third party sites, or any changes or updates to the third party software or sites. The inclusion of any link on the Media Player Center Web site or Messenger Center Web site does not imply an endorsement by Microsoft of the third party software, the site or its contents.

### **Windows 7 KN:**

Inapplicable Windows Media Player Use Rights. The Windows Media Digital Rights Management and Windows Media Player terms do not apply when running this software.

Notice regarding the absence of Windows Media Player. The software does not include Windows Media Player (as defined by the Korean Fair Trade Commission) and related technologies such as Windows Media Center, or Windows DVD Maker. As a result, you will need software from Microsoft or a third party in order to play or create audio CDs, media files and video DVDs, organize content in a media library, create playlists, convert audio CDs to media files, view artist and title information of media files, view album art of music files, transfer music to personal music players, or record and playback TV broadcasts. More information can be found at <http://go.microsoft.com/fwlink/?LinkId=147432>.

**Additional Disclaimer of Warranties.** Microsoft provides no warranty whatsoever with respect to functionality associated with Windows Media Player, as defined by the KFTC, despite anything to the contrary in your volume license agreement.

### **For Windows 7 N:**

Inapplicable Windows Media Player Use Rights. The Windows Media Digital Rights Management and Windows Media Player terms do not apply when running this software.

Notice regarding the absence of Windows Media Functionality. The software does not include Windows Media Player (as defined by the European Commission) and Windows Media Player related technologies such as Windows Media Center and Windows DVD Maker. As a result, you will need software from Microsoft or a third party in order to play or create audio CDs, media files and video DVDs, organize content in a media library, create playlists, convert audio CDs to media files, view artist and title information of media files, view album art of music files,

transfer music to personal music players, or record and playback TV broadcasts. More information can be found at <http://go.microsoft.com/fwlink/?LinkId=147431>.

**Additional Disclaimer of Warranties.** Microsoft provides no warranty whatsoever with respect to functionality associated with Windows Media Player, as defined by the European Commission, despite anything to the contrary in your volume license agreement.

**For Rental Rights for Windows:**

The Rental Rights offering is not a standalone license to use Volume Licensing software, but an additional license that modifies your right to use other qualifying software to a device. "Qualifying software" includes the products identified as qualifying software for Rental Rights for Windows in the Product List.

Except as described below, use of the qualifying software remains subject to the license terms that came with it and govern its use. The rights granted below do not create or extend any warranty or support obligation. The General License Terms above do not apply.

You must assign the Rental Rights to each licensed device that you rent, lease or lend.

The prohibition against renting, leasing or lending the qualifying software is waived. You may permit subsequent users to use the qualifying software installed on the licensed device. You must make all users agree to the license terms in writing or on-line before they begin to use the software.

You must notify all users that:

- we offer no warranty to the users on the qualifying software;
- we will not defend the users against any claims made by a third party that the qualifying software infringes that party's intellectual property rights; and
- we will not be liable for any damages arising from the use of the qualifying software.

You will be completely responsible for all costs and expenses arising from your failure to notify all users, to the extent permitted by 31 U.S.C § 1341 (Anti-Deficiency Act) and other applicable Federal law or similar state law.

You may use the licensed device to which you assign the Rental Rights for your own benefit.

You may not permit use of the qualifying software within a virtual (or otherwise emulated) hardware system.

You may not permit remote access to the qualifying software. This prohibition overrides any right for the primary user of the licensed device or any user of a separately licensed device to access that software under the license terms that came with the qualifying software.

You may use a prior version of the software in place of the qualifying software only if the qualifying software was licensed under your volume licensing agreement, except for Windows XP Professional licensed from an original equipment manufacturer. This prohibition overrides any downgrade right granted in the license terms or other terms and conditions that came with the qualifying software.

You may not reassign the Rental Rights to another device.

The rights granted here expire upon the earlier of:

- permanent hardware failure of the licensed device;
- reassignment of the right to use the qualifying software to another device; or
- expiration of the right to use the qualifying software under the license terms that came with it.

## Microsoft Servers – Operating Systems

Licensing model: Server or Processor license + CAL + optional external connector

This section covers the products listed below (for products with an asterisk, also refer to section B). It also applies to products we add under this licensing model in the Product List. Each product is licensed either by server or processor. All products require CALs and have an optional external connector. Datacenter Edition and Windows Server 2008 R2 for Itanium Based Systems are licensed by processor and other editions are currently licensed by server.

1. Windows Essential Business Server (EBS) 2008 Standard and Premium Editions<sup>\*, I</sup>
2. Windows MultiPoint Server 2010 Academic<sup>\*, I</sup>
3. Windows Server 2008 R2 Standard, Enterprise and Datacenter<sup>\*, I, SH</sup>
4. Windows Server 2008 R2 for Itanium Based Systems<sup>\*, I, SH</sup>
5. Windows Server 2008 for Windows Essential Server Solutions<sup>\*, I</sup>
6. Windows Server 2008 for Windows Essential Server Solutions without Hyper-V<sup>\*, I</sup>
7. Windows Small Business Server (SBS) 2008 Standard and Premium Editions<sup>\*, I</sup>

**A. General License Terms.** You have the rights below for each software license you acquire or each server you properly license. Windows Server 2008 R2 Datacenter and Windows Server 2008 R2 for Itanium Based Systems are licensed by processor and other editions are currently licensed by server.

**I) You must acquire either a server license or processor licenses depending on the product you are using.**

**a) Server Licenses:** You have the rights below for each software license you acquire.

**i) Assigning the License to the Server.**

- Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is the licensed server for that particular license. You may assign other software licenses to the same server, but you may not assign the same license to more than one server. A hardware partition or blade is considered to be a separate server.
- You may reassign a software license, but not on a short-term basis (i.e., not within 90 days of the last assignment). You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

**ii) Running Instances of the Server Software.** For each software license you assign, you may run, at any one time, one instance of the server software in one physical or virtual operating system environment on the licensed server.

**b) Processor Licenses.** You have the rights below for each server you properly license.

**i) Licensing a Server.** Before you run instances of the server software on a server, you must determine the required number of software licenses and assign those licenses to that server as described below.

- **Determining the Number of Licenses Required.** You need a software license for each physical processor in the server.

**ii) Assigning the Required Number of Licenses to the Server.**

- After you determine the number of software licenses you need for a server, you must assign that number of software licenses to that server. That server is the licensed server for all of those licenses. You may not assign the same license to more than one server. A hardware partition or blade is considered to be a separate server.
- You may reassign a software license, but not on a short-term basis (i.e., not within 90 days of the last assignment). You may reassign a software license sooner if you retire the licensed server due

to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

iii) **Running Instances of the Server Software.**

- For each server to which you have assigned the required number of software licenses, you may run on the licensed server, at any one time:
  - (1) one instance of the server software in the physical operating system environment, and
  - (2) any number of instances of the server software in virtual operating system environments (only one instance per virtual operating system environment).
- However, the total number of physical processors used by those operating system environments cannot exceed the number of software licenses assigned to that server.
- The software or your hardware may limit the number of instances of the server software that can run in physical or virtual operating system environments on the server.

iv) **Server Repartitioning.** You may reassign licenses sooner than permitted above, when you:

- reallocate processors from one licensed hardware partition to another
- create two or more partitions from one licensed hardware partition
- create one partition from two or more licensed hardware partitions as long as (i) prior to repartitioning, each hardware partition is fully licensed, and (ii) the total number of licenses and processors remains the same.

**Running Instances of the Additional Software.** You may run or otherwise use any number of instances of the additional software listed in the table below in physical or virtual operating system environments on any number of devices. You may use those instances only with the server software. Use of any instance with the server software may be indirect, through other additional software, or direct.

Product	List of Additional Software
Windows EBS 2008 Standard and Premium Editions	<p><u>For all Editions of Windows EBS 2008</u></p> <ul style="list-style-type: none"> <li>• AD Migration Tool</li> <li>• FRS Monitoring Tools</li> <li>• Remote Desktop Connection Client</li> <li>• RSAT Client</li> </ul> <p><u>Only for Windows EBS 2008 Premium Edition</u></p> <ul style="list-style-type: none"> <li>• Exchange Management Tools</li> <li>• Forefront Threat Management Gateway Management Console</li> <li>• Microsoft Sync Framework</li> <li>• SQL Business Intelligence Development Studio</li> <li>• SQL Client Tools Backward Compatibility</li> <li>• SQL Client Tools Connectivity</li> <li>• SQL Client Tools Software Development Kit</li> <li>• SQL Management Studio</li> <li>• SQL Server 2008 Books Online System Center Essentials Management Packs</li> <li>• System Center Essentials User Interface Console</li> <li>• Windows Essential Business Server Preparation Wizard</li> </ul>

Product	List of Additional Software
	<ul style="list-style-type: none"> <li>• Windows Essential Business Server Planning Wizard</li> <li>• Windows Essential Business Server Schema Upgrade Tool</li> </ul>
<p>Windows MultiPoint Server 2010 Academic                      Windows Server 2008 R2 Standard, Enterprise and Datacenter                      Windows Server 2008 R2 for Itanium Based Systems</p>	<ul style="list-style-type: none"> <li>• AD Migration Tool</li> <li>• FRS monitoring tools</li> <li>• Remote Desktop Connection Client</li> <li>• RSAT Client</li> <li>• Server Migration Tool</li> <li>• Microsoft Application Virtualization Sequencer, Version 4.6</li> <li>• Microsoft System Center Application Virtualization Streaming Server, Version 4.6</li> <li>• Microsoft System Center Application Virtualization Management Server, Version 4.6</li> <li>• Microsoft Application Virtualization Client for Remote Desktop Services, Version 4.6</li> </ul>
<p>Windows Server 2008 for Windows Essential Server Solutions and Windows Server 2008 for Windows Essential Server Solutions without Hyper-V</p>	<ul style="list-style-type: none"> <li>• AD Migration Tool</li> <li>• FRS monitoring tools</li> <li>• Remote Desktop Connection Client</li> <li>• RSAT Client</li> </ul>
<p>Windows SBS 2008 Standard and Premium Editions</p>	<p><u>For all editions of Windows SBS 2008</u></p> <ul style="list-style-type: none"> <li>• AD Migration Tool</li> <li>• FRS Monitoring Tools</li> <li>• Remote Desktop Connection Client</li> <li>• RSAT Client</li> <li>• Server Migration Tool</li> <li>• Windows Small Business Server Migration Preparation Tool</li> </ul> <p><u>Only for Windows SBS 2008 Premium Edition</u></p> <ul style="list-style-type: none"> <li>• Microsoft Sync Framework</li> <li>• SQL Business Intelligence Development Studio</li> <li>• SQL Client Tools Backward Compatibility</li> <li>• SQL Client Tools Connectivity</li> <li>• SQL Client Tools Software Development Kit</li> <li>• SQL Management Studio</li> <li>• SQL Server 2008 Books Online</li> </ul>

- II) Creating and Storing Instances on Your Servers or Storage Media.** You have the additional rights below for each software license you acquire.
- a) You may create any number of instances of the server software and additional software.
  - b) You may store instances of the server software and additional software on any of your servers or storage media.
  - c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described above (e.g., you may not distribute instances to third parties).

**III) Additional Licensing Requirements and/or Use Rights.**

- a) Client Access Licenses (CALs).**
- You must acquire and assign a CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device. The appropriate CAL for each product is listed in the table below.
  - You do not need CALs for:
    - (1) any user or device that accesses your instances of the server software only through the Internet without being authenticated or otherwise individually identified by the server software or through any other means,
    - (2) any of your servers licensed for and running instances of the server software,
    - (3) up to two devices or users to access your instances of the server software only to administer those instances, or
    - (4) any instance running in a physical operating system environment used solely to
      - (i) run hardware virtualization software
      - (ii) provide hardware virtualization services
      - (iii) run software to manage and service operating system environments on the licensed server
  - Your CALs permit access to your instances of earlier versions, but not later versions, of the server software, unless stated in the table below. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.

All server software access requires base CALs, and some server software functionality also requires additive CALs. Both types are listed in the table below. You need both the product’s base CAL and additive CAL to access functionality listed by name below.

Product or Functionality	List of CALs
Microsoft Application Virtualization 4.6 for Remote Desktop Services	<ul style="list-style-type: none"> <li>• Windows Server 2008 Terminal Services CAL, or</li> <li>• Windows Server 2008 Remote Desktop Services CAL</li> </ul>
Windows EBS 2008 Standard Edition	<ul style="list-style-type: none"> <li>• Windows EBS 2008 CAL Suite, or</li> <li>• Windows EBS 2008 CAL Suite for Premium Users or Devices</li> </ul>
Windows EBS 2008 Premium Edition	<ul style="list-style-type: none"> <li>• Windows EBS 2008 CAL Suite for Premium Users or Devices, or</li> <li>• Windows EBS 2008 CAL Suite (to access instances of the Windows EBS Server software other than</li> </ul>

Product or Functionality	List of CALs
	SQL Server)
Windows MultiPoint Server 2010 Academic	<ul style="list-style-type: none"> <li>• Windows MultiPoint Server 2010 CAL and one of the following:               <ul style="list-style-type: none"> <li>○ Core CAL Suite (with active Software Assurance coverage on February 1, 2008, or later), or</li> <li>○ Windows Server 2008 CAL, or</li> <li>○ Enterprise CAL Suite (with active Software Assurance coverage on February 1, 2008 or later)</li> </ul> </li> </ul>
Windows Server 2008 R2 Rights Management Services	<ul style="list-style-type: none"> <li>• Windows Server 2008 Rights Management Services CAL, or</li> <li>• Enterprise CAL Suite (with active Software Assurance coverage on February 1, 2008 or later)</li> </ul>
Windows Server 2008 R2 Standard, Enterprise and Datacenter Windows Server 2008 R2 for Itanium Based Systems	<ul style="list-style-type: none"> <li>• BackOffice CAL (with active Software Assurance coverage on February 1, 2008, or later), or</li> <li>• Core CAL Suite (with active Software Assurance coverage on February 1, 2008, or later), or</li> <li>• Windows Server 2008 CAL, or</li> <li>• Enterprise CAL Suite (with active Software Assurance coverage on February 1, 2008 or later) or</li> <li>• Windows SBS 2008 CAL Suite (for any user or device that is accessing instances of the server software that are within an SBS domain), or</li> <li>• Windows SBS 2008 CAL Suite for Premium Users or Devices (for any user or device that is accessing instances of the server software that are within an SBS domain), or</li> <li>• Windows EBS 2008 CAL Suite (for any user or device that is accessing instances of the server software that are within an EBS domain), or</li> <li>• Windows EBS 2008 CAL Suite for Premium Users or Devices (for any user or device that is accessing instances of the server software that are within an EBS domain)</li> </ul>
Windows Server 2008 Remote Desktop Services	<ul style="list-style-type: none"> <li>• Windows Server 2008 Terminal Services CAL, or</li> <li>• Windows Server 2008 Remote Desktop Services CAL</li> </ul>
Windows Server 2008 for Windows Essential Server Solutions and Windows Server 2008 for Windows Essential Server Solutions without Hyper-V	<ul style="list-style-type: none"> <li>• Windows Server 2008 for Windows Essential Server Solutions CAL</li> </ul>
Windows SBS 2008 Standard Edition	<ul style="list-style-type: none"> <li>• Windows SBS 2008 CAL Suite, or</li> <li>• Windows SBS 2008 CAL Suite for Premium Users or Devices</li> </ul>
Windows SBS 2008 Premium Edition	<ul style="list-style-type: none"> <li>• Windows SBS 2008 CAL Suite for Premium Users or Devices, or</li> <li>• Windows SBS 2008 CAL Suite (to access instances</li> </ul>

Product or Functionality	List of CALs
	of the Windows SBS Server software other than SQL Server)

- b) **Types of CALs.** There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.
- c) **Reassignment of CALs.** You may:
- permanently reassign your device CAL from one device to another, or your user CAL from one user to another, or
  - temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.
- d) **External Connector Licenses.** You must assign each external connector license you acquire to a server licensed to run one or more instances of the server software. A hardware partition or blade is considered to be a separate server. Each external connector license assigned to a server permits any number of external users to access instances of the server software on that server. You do not need CALs for those users.

“External users” means users that are not either:

- (i) your or your affiliates’ employees, or
- (ii) your or your affiliates’ onsite contractors or agents.

You do not need an external connector license for external users who access your instances of the server software only through the Internet without being authenticated or otherwise individually identified by the server software or through any other means.

The appropriate external connector license for each product is listed in the table below.

External connector licenses permit access to your instances of earlier versions, but not later versions, of the server software, unless stated in the table below. If you are accessing instances of an earlier version, you may also use an external connector license corresponding to that version.

If you choose to license access under this license type, note that all server software access requires base licenses, and some server software functionality also require additive licenses. Both types are listed in the table below. You need both the product’s base and additive external connector license to access functionality listed by name below.

Product or Functionality	List of External Connector Licenses
Microsoft Application Virtualization 4.6 for Remote Desktop Services	<ul style="list-style-type: none"> <li>Windows Server 2008 Terminal Services External Connector, or</li> <li>Windows Server 2008 Remote Desktop Services External Connector</li> </ul>
Windows EBS 2008 Standard and Premium Editions	<ul style="list-style-type: none"> <li>None Available</li> </ul>
Windows MultiPoint Server 2010 Academic	<ul style="list-style-type: none"> <li>None Available</li> </ul>
Windows Server 2008 R2 Rights Management Services	<ul style="list-style-type: none"> <li>Windows Server 2008 Rights Management Services External Connector</li> </ul>
Windows Server 2008 R2 Standard, Enterprise and Datacenter Windows Server 2008 R2 for Itanium Based Systems	<ul style="list-style-type: none"> <li>Windows Server 2008 External Connector</li> </ul>

Product or Functionality	List of External Connector Licenses
Windows Server 2008 R2 Remote Desktop Services	<ul style="list-style-type: none"> <li>Windows Server 2008 Terminal Services External Connector</li> <li>Windows Server 2008 Remote Desktop Services External Connector</li> </ul>
Windows Server 2008 for Windows Essential Server Solutions and Windows Server 2008 for Windows Essential Server Solutions without Hyper-V	<ul style="list-style-type: none"> <li>None Available</li> </ul>
Windows SBS 2008 Standard and Premium Editions	<ul style="list-style-type: none"> <li>None Available</li> </ul>

- e) **Reassignment of External Connector Licenses.** You may reassign an external connector license, but not on a short-term basis (i.e., not within 90 days of the last assignment). You may reassign an external connector license sooner if you retire the server to which it was assigned due to permanent hardware failure.
- f) **Distributable Code.** You may use Distributable Code as described in the Universal License Terms.
- g) **Management Packs.** The software may contain Management Packs. The license terms for the applicable System Center products in the Server – Management Server section of these License Agreement/Product Use Rights apply to your use of these Management Packs.

**IV) Notices.**

- a) **Notice About the MPEG-4 Visual Standard.** This software includes MPEG-4 visual decoding technology. This technology is a format for data compression of video information. MPEG LA, L.L.C. requires this notice:

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.

If you have questions about the MPEG-4 Visual Standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; <http://www.mpegla.com>.

- b) **Notice About The VC-1 Visual Standard.** This software may include VC-1 visual decoding technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE VC-1 PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (A) ENCODE VIDEO IN COMPLIANCE WITH THE VC-1 STANDARD ("VC-1 VIDEO") OR (B) DECODE VC-1 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE VC-1 VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE.

If you have questions about the VC-1 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; <http://www.mpegla.com>.

- V) **Mandatory Activation.** Activation associates the use of the software with a specific device. During Multiple Activation Key (MAK) activation, the software will send information about the software and the device to Microsoft. During Key Management Service (KMS) host activation, the software will send information about the KMS host software and the host device to Microsoft. KMS client devices activated using KMS do not send information to Microsoft. However, they require periodic reactivation with your KMS host. The information sent to Microsoft during MAK or KMS host activation includes:

- a) the version, language and product key of the software

- b) the Internet protocol address of the device
- c) information derived from the hardware configuration of the device.

For more information, see <http://www.microsoft.com/piracy/mpa.aspx>. By using the software, you consent to the transmission of this information. Before you activate, you have the right to use the version of the software installed during the installation process. Your right to use the software after the time specified in the installation process is limited unless it is activated. This is to prevent its unlicensed use. You will not be able to continue using the software after that time if you do not activate it. If the device is connected to the Internet, the software may automatically connect to Microsoft for activation. You can also activate the software manually by Internet or telephone. If you do so, Internet and telephone service charges may apply. Some changes to your computer components or the software may require you to reactivate the software. The software will remind you to activate it until you do.

Microsoft may take any of these actions related to unauthorized use of MAK or KMS keys:

- a) prevent further activations
- b) deactivate
- c) otherwise block the key from activation or validation.

Key deactivation may require the customer to acquire a new key from Microsoft.

#### VI) Validation.

- a) The software will from time to time update or require download of the validation feature of the software. Validation verifies that the software has been activated and is properly licensed. Validation also permits you to use certain features of the software, or to obtain additional benefits. For more information, see <http://go.microsoft.com/fwlink/?linkid=39157>.
- b) During a validation check, the software will send information about the software and device to Microsoft. This information includes the version and product key of the software, and the Internet protocol address of the device. Microsoft does not use the information to identify or contact you. By using the software, you consent to the transmission of this information. For more information about validation and what is sent during a validation check, see <http://go.microsoft.com/fwlink/?linkid=96551>.
- c) If the software is not properly licensed, the functionality of the software may be affected. For example, you may:
  - need to reactivate the software, or
  - receive reminders to obtain a properly licensed copy of the software,or you may not be able to
  - connect to the Internet, or
  - obtain certain updates or upgrades from Microsoft.

You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources, see <http://go.microsoft.com/fwlink/?linkid=96552>.

**VII) Data Storage Technology.** The server software may include data storage technology called Windows Internal Database or Microsoft SQL Server Desktop Engine for Windows. Components of the server software use these technologies to store data. You may not otherwise use or access these technologies under these License Agreement/Product Use Rights.

**VIII) Potentially Unwanted Software.** If turned on, Windows Defender will search your computer for "spyware," "adware" and other potentially unwanted software. If it finds potentially unwanted software, the software will ask you if you want to ignore, disable (quarantine) or remove it. Any potentially unwanted software rated "high" or "severe," will automatically be removed after scanning unless you change the default setting. Removing or disabling potentially unwanted software may result in

- other software on your computer ceasing to work, or
- your breaching a license to use other software on your computer.

By using this software, it is possible that you will also remove or disable software that is not potentially unwanted software.

## **B. Exceptions and Additional Terms for Particular Products.**

### **For Windows Server 2008 R2, Windows Server 2008 Rights Management Services, and Windows Server 2008 Remote Desktop Services External Connector Licenses**

#### License Mobility within Server Farms.

#### Assigning External Connector Licenses and Using Software within a Server Farm.

You may reassign external connector licenses as provided in the Additional Licensing Requirements and/or Use Rights. Alternatively, you may reassign those licenses as provided below.

#### Server farm.

A server farm consists of up to two data centers each physically located:

- in a time zone that is within four hours of the local time zone of the other (Coordinated Universal Time (UTC) and not DST), and/or
- within the European Union (EU) and/or European Free Trade Association (EFTA).

Each data center may be part of only one server farm. You may reassign a data center from one server farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

#### External Connector License reassignment.

- Within a server farm. You may reassign external connector licenses to any of your servers located within the same server farm as often as needed. The prohibition against short-term reassignment does not apply to external connector licenses assigned to servers located within the same server farm.
- Across server farms. You may reassign external connector licenses to any of your servers located in different server farms, but not on a short-term basis (i.e., not within 90 days of the last assignment).

### **For Windows EBS 2008 Standard and Premium Editions:**

- a) **Assigning the License to the Server.** Typically the software license is assigned to one server. In the case of Windows EBS 2008 Standard and Premium editions, you may concurrently assign the same license to more than one server. If the license is concurrently assigned to more than one server and later reassigned, the server to which the license is reassigned becomes one of the licensed servers for that license.
  - (i) If you have acquired Windows EBS 2008 Standard Edition, you may assign that license to up to three of your servers. In this case, the license is concurrently assigned to up to three servers. Those are the licensed servers for that particular license. You may assign other software licenses to the server(s), but you may not assign the Standard Edition license to more than three servers.
  - (ii) If you have acquired Windows EBS 2008 Premium Edition, you may assign that license to up to five servers. In this case, the license is concurrently assigned to up to five servers. Those are the licensed servers for that particular license. You may assign other software licenses to the server(s), but you may not assign the Premium Edition license to more than five servers.
- b) **Running Instances of the Server Software.** The following rights supersede and replace the General License Terms with respect to the running of instances of the server software.
  - (i) **Standard Edition.** You may run, at any one time, one instance of each of the following server software in one physical or virtual OSE on the licensed server(s).
    - Management server software
    - Security server software
    - Messaging server software

Management server software includes Windows Server 2008 Standard technologies and System Center Essentials (SCE) 2007.

Security server software includes Windows Server 2008 Standard technologies; Exchange Server 2007 Standard Edition; Forefront Threat Management Gateway, Medium Business Edition and Web Antimalware Subscription for Forefront Threat Management Gateway, Medium Business Edition.

Messaging server software includes Windows Server 2008 Standard technologies; Exchange Server 2007 Standard Edition and Forefront Security for Exchange Server.

(ii) **Premium Edition.** Premium Edition includes the Standard Edition server software identified above and Premium server software. You may run, at any one time, one instance of each of the following server software in one physical or virtual OSE on the licensed server(s).

- Management server software
- Security server software
- Messaging server software
- Premium server software

Premium server software includes Windows Server 2008 Standard and SQL Server 2008 Standard.

For Premium server software, the following exceptions apply:

- Windows Server 2008 Standard: If you elect to run the instance of this component in a virtual OSE, you may run one additional instance in the physical OSE on the same licensed server within the Windows EBS 2008 domain only to:
  - run hardware virtualization software
  - provide hardware virtualization services
  - run software to manage and service OSEs on the licensed server.

You may also run an instance of Windows Server 2003 R2 in place of any of the permitted instances of Windows Server 2008 Standard.

- SQL Server 2008 Standard: You may run, at any one time, any number of instances of this component in one physical or virtual OSE within the Windows EBS 2008 domain. You may also run an instance of SQL Server 2005 Standard Edition in place of any of the permitted instances of SQL Server 2008 Standard. Please note that the software or your hardware may limit the number of instances of the server software you can run.
- SQL Server 2008 Standard Fail-over Rights. For any operating system environment in which you run permitted instances of the server software, you may run up to the same number of passive fail-over instances in a separate operating system environment in the Windows EBS 2008 domain for temporary support. You may run the passive fail-over instances on a server other than the licensed server.

c) **Client Access Licenses.** The following exceptions to CAL requirements supersede and replace the exceptions to CAL requirement in the General License Terms.

- (i) In addition to a Windows EBS CAL, you need an Exchange Server 2007 Enterprise CAL for any user or device that accesses your instances of Unified Messaging and Compliance Functionality.
- (ii) You do not need Windows EBS CALs for any user or device that accesses your instances of the Windows Server 2008 software in EBS only through the Internet without being authenticated or otherwise individually identified by the server software or through any other means; however, any user or device that accesses an individual Windows EBS product other than the Windows Server 2008 software in this manner must have corresponding CALs for those products. For example, Exchange CALs permit access to Exchange. You may also access the individual Windows EBS products under your Windows EBS CALs.
- (iii) You do not need CALs for your Windows EBS 2008 licensed servers running server software instances of an individual Windows EBS product to access server software instances of the same Windows EBS product on your other Windows EBS 2008 licensed servers. For example, if you have Exchange Server 2007 on more than one Windows EBS licensed server, you do not need Exchange CALs for one to access the other.

- (iv) You do not need CALs for any of your servers separately licensed to run Windows Server 2008, Exchange Server 2007 or SQL Server 2008 to access instances of the same individual Windows EBS product on your Windows EBS 2008 licensed servers.
  - (v) You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.
- d) SCE Management License in Windows EBS.** In addition to the requirement that you acquire and assign CALs to your users and devices for access to the server software, you must acquire and assign management licenses to your servers and other devices for the OSEs that you use the server software to manage. The Additional Licensing Requirements and/or Use Rights pertaining to management licenses in the Server-Management Servers section of these License Agreement/Product Use Rights apply to your use of Windows EBS with the following exceptions:
- (i) Other than the OSE running an instance of SCE, you need management licenses for your managed OSEs licensed to run Windows EBS server software.
  - (ii) Unless one or more managed OSEs on a device are running server operating system software, you do not need a management license for
    - any device to which you have assigned a Windows EBS device CAL,
    - any device used only by users to whom you have assigned a Windows EBS user CAL.
- e) Included Microsoft Services.** The following Microsoft services are included with the Windows EBS software. The license terms in the Online Services section in these License Agreement/Product Use Rights apply to your use of these services except you do not need to acquire user or device subscription licenses for your use of these services under your Windows EBS licenses.
- Web Antimalware Subscription for Forefront Threat Management Gateway, Medium Business Edition – One year subscription. Upon expiration, you will stop receiving automatic updates. You will receive notice within 30 days before the subscription expires.
  - Forefront Security for Exchange Server – One year subscription. If you choose not to renew the subscription service, portions of the software will be disabled at the end of the subscription and you must uninstall the software at that time. You will not receive notice before the subscription expires.

**For Windows Server 2008 R2 Datacenter Edition:**

Running Instances of the Server Software.

You may not run instances of the server software on a server with less than two processors. You may run on the licensed server an instance of Standard or Enterprise in place of Datacenter in any of the operating system environments.

**For Windows MultiPoint Server 2010 Academic, Windows Server 2008 R2 Standard, Windows Server 2008 for Windows Essential Server Solutions (WESS) and Windows Server 2008 for Windows Essential Server Solutions (WESS) without Hyper-V:**

Running Instances of the Server Software. For each license you assign:

- You may run on the licensed server, at any one time:
  - one instance of the server software in one physical operating system environment, and
  - one instance of the server software in one virtual operating system environment.
- If you run an instance in the virtual operating system environment, the instance of the server software running in the physical operating system environment may be used only to:
  - run hardware virtualization software
  - provide hardware virtualization services
  - run software to manage and service operating system environments on the licensed server.

See other Exceptions and Additional Terms below.

**For Windows Server 2008 R2 Enterprise :**

Running Instances of the Server Software. For each license you assign:

- You may run on the licensed server, at any one time:
  - one instance of the server software in one physical operating system environment, and

- up to four instances of the server software in virtual operating system environments (only one instance per virtual operating system environment).
- You may run on the licensed server an instance of Standard in place of Enterprise in any of the operating system environments.
- If you run all five permitted instances at the same time, the instance of the server software running in the physical operating system environment may be used only to
  - run hardware virtualization software
  - provide hardware virtualization services
  - run software to manage and service operating system environments on the licensed server.

See other Exceptions and Additional Terms below.

**For Windows Server 2008 R2 Standard and Enterprise:**

Windows Server 2008 CALs. The server software can be used in either “per device or per user” mode or “per server” mode. In “per device or per user” mode, you need a Windows Server 2008 CAL for each device or user that directly or indirectly accesses instances of the server software on your licensed servers. In “per server” mode, you need and must dedicate exclusively to an instance of the server software as many Windows Server 2008 CALs as the greatest number of devices and users that may directly or indirectly access that instance at the same time. You may change the mode only one time, from “per server” to “per device or per user.” If you do, you will retain the same number of Windows Server 2008 CALs. You may use Core CALs Suites, Enterprise CAL Suites and BackOffice CALs to access server software used in “per device or per user” mode only.

**For Windows Server 2008 Remote Desktop Services:**

Regardless of the mode in which you use the server software, the following apply.

- Windows Remote Desktop Services CALs. In addition to a Windows Server CAL, Core CAL Suite or Enterprise CAL Suite, you must acquire a Windows Server 2008 Terminal Services CAL or Windows Server 2008 Remote Desktop Services CAL for each user or device that directly or indirectly accesses the server software to host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology).

**For Windows SBS 2008 Premium Edition:**

- a) **Assigning the License to the Server.** Typically, the software license is assigned to one server. In the case of Windows SBS 2008 Premium edition, you may concurrently assign the same license to more than one server. You have the option of assigning the license to a second server where you may run any of the Premium Edition technologies. In this case, the license is concurrently assigned to two servers. Those are the licensed servers for that particular license. You may assign other software licenses to the server(s), but you may not assign the same license to more than two servers. In the case where the license is concurrently assigned to more than one server and later reassigned, the server to which the license is reassigned becomes one of the licensed servers for that license. The operating system environment in which the instance of Windows Server 2008 Standard runs must be joined to the Windows SBS 2008 domain.

b) **Running Instances of Premium Edition Components of the Server Software.**

Windows Server 2008 Standard for SBS Premium virtualization exception: If you elect to run the instance of this component in a virtual operating system environment, as an exception, you may run one additional instance in the physical operating system environment on the same licensed server. That additional instance may be used only to:

- run hardware virtualization software
- provide hardware virtualization services
- run software to manage and service operating system environments on the licensed server.

Windows Server 2008 Standard for SBS Premium domain exception: When you run any permitted instance of this component in a physical operating system environment, whether you take advantage of the above

virtualization exception or not, that physical operating system environment does not need to be joined to the Windows Small Business Server 2008 domain so long as the instance is used only to:

- run hardware virtualization software
- provide hardware virtualization services
- run software to manage and service operating system environments on the licensed server.

That physical operating system environment cannot be joined to any other domain.

SQL Server 2008 Standard Edition for Small Business: You may run, at any one time, any number of instances of this component in one physical or virtual operating system environment. You may not run instances of the SQL Server software, separately licensed or otherwise, at the same time in another operating system environment within the same domain with the following exception:

Fail-over Rights. For any operating system environment in which you run permitted instances of the server software, you may run up to the same number of passive fail-over instances in a separate operating system environment in the Windows SBS 2008 domain for temporary support. You may run the passive fail-over instances on a server other than the licensed server.

The operating system environment in which instances of the SQL Server software run must be joined to the Windows Small Business Server 2008 domain. You may also run an instance of SQL Server 2005 Standard in place of any of the permitted instances of SQL Server 2008 Standard Edition for Small Business.

See other Exceptions and Additional Terms below.

**For Windows SBS 2008 Standard and Premium Editions:**

**a) Client Access Licenses.**

- You may assign no more than a total of 75 CALs of any type or edition to permit access to the licensed instances of the server software.
- The following exceptions to CAL requirements supersede and replace the exceptions to CAL requirement in the General License Terms:
  - (i) In addition to a Windows SBS CAL, you need an Exchange Server 2007 Enterprise CAL for any user or device that accesses your instances of Unified Messaging and Compliance Functionality.
  - (ii) You do not need Windows SBS CALs for any user or device that accesses your instances of the Windows Server 2008 software in SBS only through the Internet without being authenticated or otherwise individually identified by the server software or through any other means; however, any user or device that accesses an individual Windows SBS product other than the Windows Server 2008 software in this manner must have corresponding CALs for those products. For example, Exchange CALs permit access to Exchange. You may also access the individual Windows SBS products under your Windows SBS CALs.
  - (iii) You do not need CALs for your Windows SBS 2008 licensed servers running server software instances of an individual SBS product to access server software instances of the same Windows SBS product on your other Windows SBS 2008 licensed servers.
  - (iv) You do not need CALs for any of your servers separately licensed to run Windows Server 2008, Exchange Server 2007 or SQL Server 2008 Small Business Edition to access instances of the same individual Windows SBS product on your Windows SBS 2008 licensed servers.
  - (v) You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.

**b) Included Microsoft Programs.** The Windows SBS 2008 software contains the following Microsoft programs:

- Windows Server 2008 Standard technologies
- Exchange Server 2007 Standard Edition

- Windows SharePoint Services 3.0
- Windows Server Update Services 3.0 SP1

If the software is Windows SBS 2008 Premium Edition, the software also includes:

- Windows Server 2008 Standard for SBS Premium, and
- SQL Server 2008 Standard Edition for Small Business.

The Windows SBS 2008 license terms apply to your use of these programs.

**c) Included Microsoft Services.** Certain Microsoft services may be offered for use with Windows SBS 2008 software. Your use of these services with the software is optional.

- Forefront Security for Exchange Server, 120 day trial – If you do not want to use this service, you may uninstall it. The use of these services is subject to the Online Services section of these License Agreement/Product Use Rights except you do not need to acquire user or device subscription licenses for your use of Forefront Security for Exchange Server under your Windows SBS licenses.
- Microsoft Office Live Small Business – A separate offer for this service may be presented with the Windows SBS 2008 server software. You may use it only if you sign up for the service.

**Microsoft Servers – Server/CAL**

Licensing model: Server license + CAL + optional external connector

This section covers the products listed below (for products with an asterisk or <sup>LM</sup>, also refer to sections B and C, respectively). It also applies to products we add under this licensing model in the Product List.

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>1. Customer Care Framework 2009<sup>LM, SH</sup></li> <li>2. Duet for Microsoft Office and SAP 1.5<sup>*, LM</sup></li> <li>3. Dynamics CRM 4.0 Professional and Enterprise Servers<sup>LM, SH</sup></li> <li>4. Exchange Server 2010 Standard and Enterprise<sup>*, LM, SH</sup></li> <li>5. Exchange Server 2007 Standard for Small Business<sup>*</sup></li> <li>6. FAST Search Server 2010 for SharePoint<sup>LM</sup></li> <li>7. Forefront Unified Access Gateway 2010<sup>LM</sup></li> <li>8. Identity Lifecycle Manager (ILM) 2007<sup>*, LM, SH</sup></li> <li>9. Office Communications Server 2007 R2 Standard and Enterprise Editions<sup>*, LM</sup></li> <li>10. Project Server 2010<sup>LM</sup></li> </ol> | <ol style="list-style-type: none"> <li>11. SharePoint Server 2010<sup>LM</sup></li> <li>12. SQL Server 2008 (licensed in Server-per CAL mode) Workgroup, Small Business<sup>*</sup></li> <li>13. SQL Server 2008 (licensed in Server-per CAL mode) Standard<sup>*, SH</sup>SQL Server 2008 (licensed in Server-per CAL mode) Enterprise<sup>*, LM, SH</sup></li> <li>14. System Center Mobile Device Manager 2008<sup>*, LM, I, SH</sup></li> <li>15. System Center Mobile Device Manager 2008 with SQL Server 2005 Technology<sup>*, I, LM, SH</sup></li> <li>16. Virtual Earth Server<sup>*</sup></li> <li>17. Virtual Earth Server with Enhanced Content Pack<sup>*</sup></li> <li>18. Visual Studio Team Foundation Server 2010<sup>*, LM, SH</sup></li> </ol> |
|---|--|

**A. General License Terms.** You have the rights below for each software license you acquire.

**I) Assigning the License to the Server.**

- a) Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is the licensed server for that particular license. You may assign other software licenses to the same server, but you may not assign the same license to more than one server. A hardware partition or blade is considered to be a separate server.
- b) You may reassign a software license, but not on a short-term basis (i.e., not within 90 days of the last assignment). You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

**II) Running Instances of the Server Software.** For each server software license you assign, you may run, at any one time, one instance of the server software in one physical or virtual operating system environment on the licensed server.

**III) Running Instances of the Additional Software.** You may run or otherwise use any number of instances of the additional software listed in the table below in physical or virtual operating system environments on any number of devices. You may use those instances only with the server software. Use of any instance with the server software may be indirect, through other additional software, or direct.

Product	List of Additional Software
Customer Care Framework 2009	<ul style="list-style-type: none"> <li>• Distributed Connectivity Service</li> <li>• Multi-Channel Engine</li> <li>• Configuration Server</li> <li>• Customer Self-Service Web Portal</li> <li>• Hosted Application Toolkit</li> </ul>

Product	List of Additional Software
	<ul style="list-style-type: none"> <li>• Integrated Agent/Teller Desktop</li> <li>• Interaction Server (email, web chat, speech and Computer Telephony Integration) Enterprise Single-Sign On</li> <li>• Software Development Kit (SDK)</li> </ul>
Duet for Microsoft Office and SAP 1.5	<ul style="list-style-type: none"> <li>• Components for Microsoft Office</li> <li>• Components for mySAP ERP</li> </ul>
Dynamics CRM 4.0 Professional and Enterprise Servers	<ul style="list-style-type: none"> <li>• Microsoft Dynamics CRM 4.0 for Microsoft Office Outlook</li> <li>• Microsoft Dynamics CRM 4.0 Connector for Microsoft SQL Server Reporting Services</li> <li>• Microsoft Dynamics CRM 4.0 E-mail Router</li> <li>• Microsoft Dynamics CRM 4.0 Data Migration Manager</li> <li>• Microsoft Dynamics CRM 4.0 Language Packs</li> </ul>
Exchange Server 2010 Standard and Enterprise	<ul style="list-style-type: none"> <li>• Exchange Management Tools</li> </ul>
Exchange Server 2007 Standard for Small Business	<ul style="list-style-type: none"> <li>• Exchange Management Tools</li> <li>•</li> </ul>
FAST Search Server 2010 for SharePoint	<ul style="list-style-type: none"> <li>• Software Development Kit</li> </ul>
Forefront Unified Access Gateway 2010	<ul style="list-style-type: none"> <li>• None</li> </ul>
ILM 2007	<ul style="list-style-type: none"> <li>• PCNS (Password Change Notification Service)</li> <li>• Certificate Lifecycle Manager Client</li> <li>• Bulk Smart Card Issuance Tool</li> </ul>
Office Communications Server 2007 R2 Standard Edition	<ul style="list-style-type: none"> <li>• Administration Tools</li> <li>• Archiving Service</li> <li>• Conferencing Add-in for Microsoft Office Outlook</li> <li>• Group Chat Administration Tool</li> <li>• Office Communications Server 2007 deployed in Communicator Web Access Server Role</li> <li>• Office Communications Server 2007 R2 deployed in Archiving Server Role</li> <li>• Office Communications Server 2007 R2 deployed in Director Server Role</li> <li>• Office Communications Server 2007 R2 deployed in Mediation Server role</li> <li>• Office Communications Server 2007 R2 deployed in Monitoring Server role</li> <li>• Office Communicators Server 2007 R2 Attendant Console</li> <li>• Office Communications Server 2007 R2 Group Chat Console</li> <li>• Office Communications Server 2007 R2</li> </ul>

Product	List of Additional Software
	<p>Software Update Service</p> <ul style="list-style-type: none"> <li>• Office Communications Server 2007 R2 Web Components</li> <li>• Office Communicator Web Access 2007 R2</li> <li>• Office Communicator Mobile for Java 2007 R2</li> <li>• Office Communicator Mobile for Windows Mobile 2007 R2</li> <li>• Office Live Meeting client</li> <li>• Software Development Kit</li> </ul>
<p>Office Communications Server 2007 R2 Enterprise Edition</p>	<ul style="list-style-type: none"> <li>• Administration Tools</li> <li>• Archiving Service Conferencing Add-in for Microsoft Office Outlook</li> <li>• Office Communications Server 2007 R2 as deployed in Archiving Server Role</li> <li>• Office Communications Server 2007 R2 as deployed in Audio/Video Conferencing Server Role</li> <li>• Office Communications Server 2007 R2 as deployed in Communicator Web Access Server Role</li> <li>• Office Communications Server 2007 R2 as deployed in Director Server Role</li> <li>• Office Communications Server 2007 R2 as deployed in Enterprise Edition: Back End</li> <li>• Group Chat Administration Tool</li> <li>• Office Communications Server 2007 R2 as deployed in IIS Server Role</li> <li>• Office Communications Server 2007 R2 as deployed in Mediation Server Role</li> <li>• Office Communications Server 2007 R2 as deployed in Monitoring Server Role</li> <li>• Office Communications Server 2007 R2 as deployed in Group Chat Server Role</li> <li>• Office Communications Server 2007 deployed in Communicator Web Access Server Role</li> <li>• Office Communications Server 2007 R2 as deployed in Unified Communications Application Server Role</li> <li>• Office Communications Server 2007 R2 as deployed in Web Conferencing Server Role</li> <li>• Office Communications Server 2007 R2 as deployed in Reach Application Sharing Server Role</li> <li>• Office Communicators Server 2007 R2 Attendant console</li> <li>• Office Communications Server 2007 R2 Group Chat console</li> <li>• Office Communications Server 2007 R2 Software Update Service</li> <li>• Office Communications Server 2007 R2 Web</li> </ul>

Product	List of Additional Software
	Components <ul style="list-style-type: none"> <li>• Office Communicator Web Access 2007 R2</li> <li>• Office Communicator Mobile for Java 2007 R2</li> <li>• Office Communicator Mobile for Windows Mobile 2007 R2</li> <li>• Office Live Meeting client</li> <li>• Software Development Kit</li> <li>• UCAS Applications</li> </ul>
Project Server 2010	<ul style="list-style-type: none"> <li>• Software Development Kit</li> </ul>
SharePoint Server 2010	<ul style="list-style-type: none"> <li>• Software Development Kit</li> </ul>
SQL Server 2008 Workgroup, Small Business, Standard and Enterprise	<ul style="list-style-type: none"> <li>• Business Intelligence Development Studio</li> <li>• Client Tools Backward Compatibility</li> <li>• Client Tools Connectivity</li> <li>• Client Tools Software Development Kit</li> <li>• Management Studio</li> <li>• SQL Client Connectivity SDK</li> <li>• Sync Framework</li> <li>• SQL Server 2008 Books Online</li> </ul>
System Center Mobile Device Manager 2008 and System Center Mobile Device Manager 2008 with SQL Server 2005 Technology	<ul style="list-style-type: none"> <li>• Management Pack for Operations Manager 2007</li> <li>• Management Pack for Operations Manager 2005</li> </ul>
Virtual Earth Server	<ul style="list-style-type: none"> <li>• None</li> </ul>
Virtual Earth Server with Enhanced Content Pack	<ul style="list-style-type: none"> <li>• None</li> </ul>
Visual Studio Team Foundation Server 2010	<ul style="list-style-type: none"> <li>• Team Explorer (from both the 2010 and 2008 versions of the product)</li> <li>• Team Foundation Build</li> <li>• Team Foundation Server Sharepoint Extensions</li> </ul>

**IV) Creating and Storing Instances on Your Servers or Storage Media.** You have the additional rights below for each software license you acquire.

- a) You may create any number of instances of the server software and additional software.
- b) You may store instances of the server software and additional software on any of your servers or storage media.
- c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described above (e.g., you may not distribute instances to third parties).

**V) Additional Licensing Requirements and/or Use Rights.**

**a) Client Access Licenses (CALs).**

- You must acquire and assign a CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device. The appropriate CAL for each product is listed in the table below.
- You do not need CALs for:
  - (1) any of your servers licensed for and running instances of the server software, and
  - (2) up to two devices or users to access your instances of the server software only to administer those instances.
- Your CALs permit access to your instances of earlier versions, but not later versions, of the server software, unless stated in the table below. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.
- All server software access requires base CALs, and some server software functionality also requires additive CALs. Both types of CALs are listed in the table below. You need both the product’s base CAL and additive CAL to access functionality listed by name below.

Product or Functionality	List of CALs
Customer Care Framework 2009	<ul style="list-style-type: none"> <li>• Customer Care Framework 2009 CAL</li> </ul>
Duet for Microsoft Office and SAP 1.5	<ul style="list-style-type: none"> <li>• Duet for Microsoft Office and SAP 1.5 CAL</li> </ul>
Dynamics CRM 4.0 Professional and Enterprise Servers	<ul style="list-style-type: none"> <li>• Dynamics CRM 4.0 Limited CAL</li> </ul>
Dynamics CRM 4.0 Professional and Enterprise Servers Functionality Needed_to Write and Change Data	<ul style="list-style-type: none"> <li>• Dynamics CRM 4.0 Full Use Additive CAL</li> </ul>
Exchange Server 2010 Standard and Enterprise	<ul style="list-style-type: none"> <li>• BackOffice CAL (with active Software Assurance coverage on November 1, 2009, or later), or</li> <li>• Business Productivity Online Standard Suite User SL, or</li> <li>• Core CAL Suite (with active Software Assurance coverage on November 1, 2009, or later), or</li> <li>• Exchange Server 2010 Standard CAL, or</li> <li>• Exchange Online Standard User SL, or</li> <li>• Enterprise CAL Suite (with active Software Assurance coverage on November 1, 2009 or later)</li> </ul>
Exchange Server 2010 Standard and Enterprise Voicemail Personal Archive Advanced Mobile Policies Information Protection and Compliance Cross-Mailbox Search Legal Hold Custom Retention Policies Per User/Distribution List Journaling	<ul style="list-style-type: none"> <li>• Exchange Server 2010 Enterprise CAL, or</li> <li>• Enterprise CAL Suite (with active Software Assurance coverage on November 1, 2009 or later)</li> </ul>

Product or Functionality	List of CALs
Exchange Server 2007 Standard for Small Business	<ul style="list-style-type: none"> <li>• Exchange Server 2007 Standard for Small Business CAL, or</li> <li>• Windows Small Business Server 2008 CAL Suite, or</li> <li>• Windows Small Business Server 2008 CAL Suite for Premium Users or Devices, or</li> <li>• Windows Essential Business Server 2008 CAL Suite, or</li> <li>• Windows Essential Business Server 2008 CAL Suite for Premium Users or Devices</li> </ul>
Exchange Server 2007 Standard for Small Business  Unified Messaging and Compliance Functionality	<ul style="list-style-type: none"> <li>• Exchange Server 2007 Enterprise CAL</li> </ul>
FAST Search Server 2010 for SharePoint	<p>There are no separate FAST Search Server 2010 for SharePoint CALs; the SharePoint Server 2010 Enterprise CAL provides you rights to access FAST Search Server 2010 for SharePoint. Since each SharePoint Server 2010 Enterprise CAL requires a SharePoint Server 2010 Standard CAL, the following is required to access FAST Search Server 2010 for SharePoint:</p> <ul style="list-style-type: none"> <li>• SharePoint Server 2010 Standard CAL and SharePoint Server 2010 Enterprise CAL, or</li> <li>• Enterprise CAL Suite (with active Software Assurance coverage on March 1, 2010 or later)</li> </ul>
Forefront Unified Access Gateway 2010	<ul style="list-style-type: none"> <li>• Forefront Unified Access Gateway 2010 CAL</li> </ul>
ILM 2007	<ul style="list-style-type: none"> <li>• ILM 2007 CAL</li> </ul>
Office Communications Server 2007 R2 Standard and Enterprise Editions	<ul style="list-style-type: none"> <li>• Office Communications Server 2007 R2 Standard CAL, or</li> <li>• Business Productivity Online Standard Suite User SL, or</li> <li>• Enterprise CAL Suite (with active Software Assurance coverage on February 1, 2009 or later), or</li> <li>• Office Communications Online Standard User SL</li> </ul>
Office Communications Server 2007 R2 Standard and Enterprise Editions  Audio Conferencing Call Management Desktop Sharing Web Conferencing	<ul style="list-style-type: none"> <li>• Office Communications Server 2007 R2 Enterprise CAL, or</li> <li>• Business Productivity Online Standard Suite User SL, or</li> <li>• Enterprise CAL Suite (with active Software Assurance coverage on February 1, 2009 or later), or</li> <li>• Office Live Meeting Standard User SL, or</li> <li>• Office Live Meeting Professional User SL</li> </ul>

Product or Functionality	List of CALs
Project Server 2010	<ul style="list-style-type: none"> <li>Project Server 2010 CAL</li> </ul>
SharePoint Server 2010	<ul style="list-style-type: none"> <li>Business Productivity Online Standard Suite User SL, or</li> <li>Core CAL Suite (with active Software Assurance coverage on March 1, 2010, or later), or</li> <li>SharePoint Server 2010 Standard CAL, or</li> <li>SharePoint Online Standard User SL, or</li> <li>Enterprise CAL Suite (with active Software Assurance coverage on March 1, 2010 or later)</li> </ul>
SharePoint Server 2010 Business Connectivity Services Line of Business Webparts Office 2010 Business Connectivity Services Client Integration Access Services InfoPath Forms Services Excel Services Visio Services PerformancePoint Services Custom Analytics Reports Advanced Charting	<ul style="list-style-type: none"> <li>SharePoint Server 2010 Enterprise CAL, or</li> <li>Enterprise CAL Suite (with active Software Assurance coverage on March 1, 2010 or later)</li> </ul>
SQL Server 2008 Small Business	<ul style="list-style-type: none"> <li>SQL Server 2008 Small Business CAL, or</li> <li>SQL Server 2008 CAL, or</li> <li>Windows Small Business Server 2008 CAL Suite for Premium Users or Devices, or</li> <li>Windows Essential Business Server 2008 CAL Suite for Premium Users or Devices</li> </ul>
SQL Server 2008 Standard and Enterprise	<ul style="list-style-type: none"> <li>SQL Server 2008 CAL or</li> <li>SQL Server 2008 Small Business CAL (for any user or device that is accessing instances of the server software that are within an SBS/EBS domain), or</li> <li>Windows Small Business Server 2008 CAL Suite for Premium Users or Devices (for any user or device that is accessing instances of the server software that are within an SBS domain), or</li> <li>Windows Essential Business Server 2008 CAL Suite for Premium Users or Devices (for any user or device that is accessing instances of the server software that are within an EBS domain),</li> </ul>
SQL Server 2008 Workgroup	<ul style="list-style-type: none"> <li>SQL Server 2008 CAL, or</li> <li>SQL Server 2008 Workgroup CAL, or</li> <li>SQL Server 2008 Small Business CAL (for any user or device that is accessing instances of the server software that are within an SBS/EBS domain), or</li> </ul>

Product or Functionality	List of CALs
	<ul style="list-style-type: none"> <li>Windows Small Business Server 2008 CAL Suite for Premium Users or Devices (for any user or device that is accessing instances of the server software that are within an SBS domain), or</li> <li>Windows Essential Business Server 2008 CAL Suite for Premium Users or Devices (for any user or device that is accessing instances of the server software that are within an EBS domain),</li> </ul>
System Center Mobile Device Manager 2008 and System Center Mobile Device Manager 2008 with SQL Server 2005 Technology	<ul style="list-style-type: none"> <li>System Center Mobile Device Manager 2008 CAL</li> </ul>
Virtual Earth Server	<ul style="list-style-type: none"> <li>Virtual Earth Server CAL</li> </ul>
Virtual Earth Server with Enhanced Content Pack	<ul style="list-style-type: none"> <li>Virtual Earth Server with Enhanced Content Pack CAL</li> </ul>
Visual Studio Team Foundation Server 2010	<ul style="list-style-type: none"> <li>Visual Studio Team Foundation Server 2010 CAL</li> </ul>

- b) **Types of CALs.** There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.
- c) **Reassignment of CALs.** You may:
- permanently reassign your device CAL from one device to another, or your user CAL from one user to another, or
  - temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.
- d) **External Connector Licenses.** You must assign each external connector license you acquire to a server licensed to run one or more instances of the server software. A hardware partition or blade is considered to be a separate server. Each external connector license assigned to a server permits any number of external users to access instances of the server software on that server. You do not need CALs for those users.

"External users" means users that are not either:

- (i) your or your affiliates' employees, or
- (ii) your or your affiliates' onsite contractors or agents.

The appropriate external connector license for each product is listed in the table below.

External connector licenses permit access to your instances of earlier versions, but not later versions, of the server software, unless stated in the table below. If you are accessing instances of an earlier version, you may also use an external connector license corresponding to that version.

If you choose to license access under this license type, note that all server software access requires base licenses, and some server software functionality also requires additive licenses. Both types are listed in the table below. You need both the product's base and additive external connector license to access functionality listed by name below.

Product or Functionality	List of External Connector Licenses
Customer Care Framework 2009	<ul style="list-style-type: none"> <li>Customer Care Framework 2009 External</li> </ul>

Product or Functionality	List of External Connector Licenses
	Connector
Duet for Microsoft Office and SAP 1.5	<ul style="list-style-type: none"> <li>• None Available</li> </ul>
Dynamics CRM 4.0 Professional and Enterprise Servers	<ul style="list-style-type: none"> <li>• Dynamics CRM 4.0 Limited External Connector</li> </ul>
Dynamics CRM 4.0 Professional and Enterprise Servers Functionality Needed to Write and Change Data	<ul style="list-style-type: none"> <li>• Dynamics CRM 4.0 Full Use Additive External Connector</li> </ul>
Exchange Server 2010 Standard and Enterprise	<ul style="list-style-type: none"> <li>• Exchange Server 2010 External Connector</li> </ul>
Exchange Server 2010 Standard and Enterprise Voicemail Personal Archive Advanced Mobile Policies Information Protection and Compliance Cross-Mailbox Search Legal Hold Custom Retention Policies Per User/Distribution List Journaling	<ul style="list-style-type: none"> <li>• None Available</li> </ul>
Exchange Server 2007 Standard for Small Business	<ul style="list-style-type: none"> <li>• None Available</li> </ul>
FAST Search Server 2010 for SharePoint	<ul style="list-style-type: none"> <li>• None Available</li> </ul>
Forefront Unified Access Gateway 2010	<ul style="list-style-type: none"> <li>• Forefront Unified Access Gateway 2010 External Connector</li> </ul>
ILM 2007	<ul style="list-style-type: none"> <li>• ILM 2007 External Connector</li> </ul>
Office Communications Server 2007 R2 Standard and Enterprise editions	<ul style="list-style-type: none"> <li>• Office Communications Server 2007 R2 Standard External Connector</li> </ul>
Office Communications Server 2007 R2 Standard and Enterprise editions Audio Conferencing Call Management Desktop Sharing Web Conferencing	<ul style="list-style-type: none"> <li>• Office Communications Server 2007 R2 Enterprise External Connector</li> </ul>
Project Server 2010	<ul style="list-style-type: none"> <li>• None Available</li> </ul>
SharePoint Server 2010	<ul style="list-style-type: none"> <li>• None Available</li> </ul>
SQL Server 2008 Workgroup, Small Business, Standard and Enterprise	<ul style="list-style-type: none"> <li>• None Available</li> </ul>
System Center Mobile Device Manager 2008 and System Center Mobile Device Manager 2008 with SQL Server 2005 Technology	<ul style="list-style-type: none"> <li>• None Available</li> </ul>
Virtual Earth Server	<ul style="list-style-type: none"> <li>• None Available</li> </ul>

Product or Functionality	List of External Connector Licenses
Virtual Earth Server with Enhanced Content Pack	<ul style="list-style-type: none"> <li>• None Available</li> </ul>
Visual Studio Team Foundation Server 2010	<ul style="list-style-type: none"> <li>• Visual Studio Team Foundation Server 2010 External Connector</li> </ul>

- e) **Reassignment of External Connector Licenses.** You may reassign an external connector license, but not on a short-term basis (i.e., not within 90 days of the last assignment). You may reassign an external connector license sooner if you retire the server to which it was assigned due to permanent hardware failure.
- f) **Distributable Code.** You may use Distributable Code as described in the Universal License Terms.
- g) **Management Packs.** The software may contain Management Packs. The license terms for the applicable System Center product in the Server – Management Server section of these License Agreement/Product Use Rights apply to your use of these Management Packs.



**B. Exceptions and Additional Terms for Specific Products.**

**For Duet for Microsoft Office and SAP 1.5**

No Device CALs. You may only acquire user CALs. Device CALs are not available.

**For Exchange Server 2010 Standard and Enterprise**

You do not need CALs for any user or device that accesses your instances of the server software without being directly or indirectly authenticated by Active Directory.

**For Exchange Server 2007 Standard for Small Business**

Running Instances of the Server Software. You may run one instance of the server software in one physical or virtual operating system environment on the licensed server at a time. The operating system environment in which the instance of the server software runs must be joined to a domain that has Active Directory configured as follows:

- A single server in the domain must contain all the flexible single master operations (FSMO) roles and is the root of the Active Directory forest,
- no trust relationships with any other domains,
- no child domains, and
- the sum of users and devices in the domain cannot exceed 75.

**For ILM 2007**

You must acquire and assign a user CAL for each person for whom the software issues or manages one or more digital certificates. Otherwise, you do not need CALs to access instances of the server software.

No Device CALs. You may only acquire user CALs. Device CALs are not available.

**For Office Communications Server 2007 R2 Standard and Enterprise Editions:**

You do not need CALs for any user or device that accesses your instances of the server software without being directly or indirectly authenticated by Active Directory.

**For SQL Server 2008 Enterprise:**

Running Instances of the Server Software. You have the following right for each server to which you assign a software license. You may run, at any one time, any number of instances of the server software in one physical and any number of virtual operating system environments on that server.

See other Exceptions and Additional Terms below.

**For SQL Server 2008 Enterprise, Small Business\*, Standard\* and Workgroup\*:**

Fail-over Rights. For any operating system environment in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate operating system environment for temporary support. You may run the passive fail-over instances on a server other than the licensed server.

\*See other Exceptions and Additional Terms below.

**For SQL Server 2008 Small Business**

Running Instances of the Server Software. You may run any number of instances of the server software in one physical or virtual operating system environment on the licensed server at a time. The operating system environment in which instances of the server software run must be joined to a domain that has Active Directory configured as follows:

- A single server in the domain must contain all the flexible single master operations (FSMO) roles and is the root of the Active Directory forest,
- no trust relationships with any other domains,
- no child domains, and
- the sum of users and devices in the domain cannot exceed 75.

You may not run instances of the server software, separately licensed or otherwise, at the same time in another operating system environment within the same domain.

**For SQL Server 2008 Standard and Workgroup:**

Running Instances of the Server Software. For each server software license you assign, you may run any number of instances of the server software in one physical or virtual operating system environment on the licensed server at a time.

**For System Center Mobile Device Manager 2008 with SQL Server 2005 Technology and Visual Studio Team System 2008 Team Foundation Server with SQL Server 2005 Technology:**

License terms for SQL Server 2005 Technology. The software includes SQL Server 2005 Technology. You may run, at any one time, one instance of that technology in one physical or virtual operating system environment on one server solely to support that software. You do not need SQL Server CALs for that use. You may create and store any number of instances of SQL Server 2005 Technology on any of your servers or storage media solely to exercise your right to run an instance of that technology under any of your software licenses as described here. You also may run one passive fail-over instance in a separate operating system environment for temporary support. You may run that instance on a server other than the licensed server.

**For Virtual Earth Server and Virtual Earth Server with Enhanced Content Pack:**

**Use of Content.**

- You may use the software to cache results and provide map, route and location lookup transactions, as defined below.

Map Transactions. These involve a single raster or vector image depicting one of the following:

- (c) a sensor-generated location to identify the location and scale of the raster or vector map, or
- (d) a map for a pre-determined specified geographical area for use to display the vector image.

Route Transactions. These include one or more of the following:

- (d) text or voice driving directions from a single origin to a single destination, but not real time text or voice driving directions,
- (e) the travel time and/or distance for all or any portion of such route, and/or
- (f) a single raster or vector image or series of either depicting a map.

Location Lookup Transactions. These identify the street address or intersection of streets. They include the raster or vector image depicting such location on a map, based on the user's search.

- You may not integrate the software with a vehicle or any of its systems and functions. This includes systems or functions that influence or control vehicle behavior, such as:
  - (h) vehicle speed,
  - (i) braking,
  - (j) suspension,
  - (k) fuel emissions,
  - (l) headlight,
  - (m) stability, or
  - (n) steering.
- You may not connect the software to an external display screen installed or present in a vehicle.
- You may not manipulate the software by controls that are part of any other device present in a vehicle. This does not include volume controls through a vehicle's speakers or use of a vehicle's speakers for voice recognition.
- You may not use the software to present or alert a user to turns and stops along a route in any way that is synchronized with the user's sensor-based position along the route. For example, you may not use the software to provide "real-time" route guidance that tracks a user's position using GPS and communicates stops or turns as the user approaches the location for such stop or turn.
- You may not use the software for fleet management or dispatch. You may not provide dispatch guidance based on the position or routing of multiple objects tracked using GPS or other sensor-generated methods.
- You may not use the software for the calculation of isochrones that are used and/or displayed on maps derived from the vector data in the software. Isochrones are a set for points that represent a similar driving time from or to a certain location.
- You may not sublicense or redistribute data or any other content available in the software.
- You may not use vector data for any purpose other than the display of such vector images.
- You may not use the software with another device that uses road network data locally if the road network data is not also available within the software.
- You may not use the data or any other content available in the software except in conjunction with the software.

Additional Disclaimer of Liability. The information, content and services included in or available through the software may include inaccuracies or typographical errors.

Disclaimer of Warranty. Despite anything to the contrary in the terms and conditions of your volume license agreement, all information, content, services and related graphics are provided without warranty of any kind. Microsoft and/or its respective suppliers hereby disclaim all warranties and conditions with regard to information, content, services and related graphics, including all implied warranties and conditions of merchantability, fitness for a particular purpose, workmanlike effort, title and non-infringement.

#### **For Visual Studio Team Foundation Server 2010**

Work Item Tracking. A user does not need a CAL to create new work items or to view and update work items that user has created. This waiver applies only to work items related to defect filing or enhancement requests. All other access to work item tracking functionality requires CALs.

License Terms for SQL Server 2008 Express Service Pack 1A. The software is accompanied by Microsoft SQL Server 2008 Express Service Pack 1a. The accompanying software is licensed to you under its own terms. The license terms for SQL Server 2008 Express SP1a are located here: %programfiles%\Microsoft SQL Server Service Pack 1a.

License Terms for SQL Server 2008 SQL Management Objects. The software is accompanied by Microsoft SQL Server 2008 SQL Management Objects. The accompanying software is licensed to you under its own terms. The license terms for SQL Server 2008 SQL Management Objects are located here: %programfiles%\Microsoft SQL Server\100\SDK\Assemblies.

License Terms for Windows Sharepoint Services. The software is accompanied by Microsoft Windows SharePoint Services version 3 with Service Pack 2. The accompanying software is licensed to you under its own terms. If you are licensed to use Microsoft Windows Server, you may use this accompanying software. You may use a copy of the accompanying software with each validly licensed copy of Windows Server. These terms and the license terms for Windows Server apply to your use of the accompanying software. If there is a conflict, these license terms apply. Use of the accompanying software on Microsoft Windows Server 2003 Web Edition is limited to front-end web serving tasks. The data storage portion of the accompanying software may not be installed or used on Microsoft Windows Server 2003 Web Edition.

Visual Studio Team Lab Management 2010. The software contains Team Lab Management functionality. To enable this functionality other license terms and fees may apply.

---

**C. License Mobility within Server Farms (applicable to products with <sup>LM</sup> in list preceding General License Terms).**

Despite anything to the contrary in your volume license agreement regarding which use rights apply to your use of the software, these use rights apply to your use of the software under all licenses you acquired for the software under that agreement. They do not apply to your use of software under licenses for prior versions of the software.

**Assigning Licenses and Using Software within a Server Farm.**

You may reassign software and external connector licenses as provided in the General License Terms and Additional Licensing Requirements and/or Use Rights. Alternatively, you may reassign those licenses as provided below.

Server farm.

A server farm consists of up to two data centers each physically located:

- in a time zone that is within four hours of the local time zone of the other (Coordinated Universal Time (UTC) and not DST), and/or
- within the European Union (EU) and/or European Free Trade Association (EFTA).

Each data center may be part of only one server farm. You may reassign a data center from one server farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

**Software and External Connector License reassignment.**

- Within a server farm. You may reassign software and external connector licenses to any of your servers located within the same server farm as often as needed. The prohibition against short-term reassignment does not apply to software and external connector licenses assigned to servers located within the same server farm.
- Across server farms. You may reassign software and external connector licenses to any of your servers located in different server farms, but not on a short-term basis (i.e., not within 90 days of the last assignment).

## Microsoft Servers – Per Processor

### Licensing model: Processor license

This section covers the products listed below (for products with an asterisk or <sup>LM</sup>, also refer to sections B and C, respectively). It also applies to products we add under this licensing model in the Product List.

- |  |   |
|--|---|
| 1. BizTalk Adapter Pack 2.0  | 10. Forefront Threat Management Gateway 2010 Standard Edition <sup>SH</sup>         |
| 2. BizTalk RFID 2009   | 11. SQL Server 2008 (licensed in Per Processor mode) Workgroup and Web *            |
| 3. BizTalk Server 2009 Branch Edition*, <sup>I</sup>                             | 12. SQL Server 2008 (licensed in Per Processor mode) Standard*, <sup>SH</sup>       |
| 4. BizTalk Server 2009 Standard Edition*, <sup>I, SH</sup>                       | 13. SQL Server 2008 (licensed in Per Processor mode) Enterprise*, <sup>LM, SH</sup> |
| 5. BizTalk Server 2009 Enterprise Edition*, <sup>I, LM, SH</sup>                 | 14. Visual Studio Team Lab Management 2010*   |
| 6. Commerce Server 2009 Standard Edition <sup>SH</sup>                           |   |
| 7. Commerce Server 2009 Enterprise Edition <sup>LM, SH</sup>                     |   |
| 8. Forefront Threat Management Gateway, Medium Business Edition <sup>I</sup>     |   |
| 9. Forefront Threat Management Gateway 2010 Enterprise Edition <sup>LM, SH</sup> |   |

### A. General License Terms. You have the rights below for each server you properly license.

- I) **Licensing a Server.** Before you run instances of the server software on a server, you must determine the number of licenses required and assign them to that server.
- a) **Determining the Number of Licenses Required.** The number of licenses required is based on either the total number of physical processors on the server (as described in option (i) below) or the number of virtual and physical processors used (as described in option (ii) below). For Enterprise Editions of the software, you may follow either option. For all other editions of the software, must follow option two.
- i) **Unlimited Virtualization.** Under this option, the number of software licenses required for a server equals the total number of physical processors on that server. Counting and assigning licenses based on this option permits you to run the server software in one physical and any number of virtual operating system environments without regard to the number of physical and virtual processors *used*. This option is available to you only for enterprise editions of the software.
- ii) **Licensing based on Processors Used.** Under this option, the total number of software licenses required for a server equals the sum of the software licenses required under (A) and (B) below. This is the only option available to you for editions other than enterprise.
- (A) To run instances of the server software in the physical operating system environment on a server, you need a software license for each physical processor that the physical operating system environment uses.
- (B) To run instances of the server software in virtual operating system environments on a server, you need a software license for each virtual processor that each of those virtual operating system environments uses. If a virtual operating system environment uses a fraction of a virtual processor, the fraction counts as a full virtual processor.
- b) **Assigning the Required Number of Licenses to the Server.**
- i) After you determine the number of software licenses you need for a server, you must assign that number of software licenses to that server. That server is the licensed server for all of those licenses. You may not assign the same license to more than one server. A hardware partition or blade is considered to be a separate server.
- ii) You may reassign a software license, but not on a short-term basis (i.e., not within 90 days of the last assignment). You may reassign a software license sooner if you retire the licensed server due to

permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

**II) Running Instances of the Server Software.** Your right to run the software depends on the option used to determine the number of licenses required.

- i) **Unlimited Virtualization.** If you assign to a server licenses equal to the total number of physical processors on the server:
  - (A) You may run, at any one time, any number of instances of the server software in one physical and any number of virtual operating system environments on that server.
  - (B) You do not need to license virtual processors.
- ii) **Licensing based on Processors Used.** You may run, at any one time, any number of instances of the server software in physical and virtual operating system environments on the licensed server. However, the total number of physical and virtual processors used by those operating system environments cannot exceed the number of software licenses assigned to that server.

**III) Running Instances of the Additional Software.** You may run or otherwise use any number of instances of the additional software listed in the table below in physical or virtual operating system environments on any number of devices. You may use those instances only with the server software. Use of any instance with the server software may be indirect, through other additional software, or direct.

Product	List of Additional Software
BizTalk Adapter Pack 2.0	<ul style="list-style-type: none"> <li>• None</li> </ul>
BizTalk RFID 2009	<ul style="list-style-type: none"> <li>• RFID Client and Tools</li> <li>• RFID SDK</li> <li>• RFID Mobile</li> </ul>
BizTalk Server 2009 Branch, Standard and Enterprise Editions	<p>For all editions of BizTalk Server 2009</p> <ul style="list-style-type: none"> <li>• Administration and Monitoring Tools</li> <li>• BizTalk Server Related Schemas and Templates</li> <li>• Business Activity Services</li> <li>• Development Tools</li> <li>• Master Secret Server/Enterprise Single Sign-On</li> <li>• Software Development Kit(s)</li> <li>• MQHelper.dll</li> <li>• Business Activity Monitoring (“BAM”) Event APIs and Interceptors &amp; Administration Tools</li> <li>• BAM Alert Provided for SQL Notification Services</li> <li>• BAM Client</li> <li>• Windows SharePoint Services Adapter Web Service</li> <li>• Windows Communication Foundation Adapters</li> <li>• SOAP Receive Adapter</li> <li>• HTTP Receive Adapter</li> <li>• ADOMD.NET</li> <li>• MSXML</li> <li>• SQLXML</li> <li>• Business Rules Component</li> <li>• MQSeries Agent</li> <li>• BizTalk RFID Client and Tools</li> <li>• BizTalk RFID SDK</li> </ul>

Product	List of Additional Software
	<ul style="list-style-type: none"> <li>• BizTalk RFID Mobile</li> </ul> Only for BizTalk Server 2009 Branch Edition <ul style="list-style-type: none"> <li>• BizTalk Adapter for SQL Server</li> </ul>
Commerce Server 2009 Standard and Enterprise Editions	<ul style="list-style-type: none"> <li>• Adapters</li> <li>• Schema Editor</li> <li>• Business User Interfaces</li> </ul>
Forefront Threat Management Gateway, Medium Business Edition	<ul style="list-style-type: none"> <li>• Forefront Threat Management Gateway Admin Console</li> </ul>
Forefront Threat Management Gateway 2010 Enterprise Edition	<ul style="list-style-type: none"> <li>• Forefront Threat Management Gateway Enterprise Management Server</li> <li>• Forefront Threat Management Gateway Management Console</li> </ul>
Forefront Threat Management Gateway 2010 Standard Edition	<ul style="list-style-type: none"> <li>• Forefront Threat Management Gateway Management Console</li> </ul>
SQL Server 2008 Workgroup, Standard, Enterprise and Web	<ul style="list-style-type: none"> <li>• Business Intelligence Development Studio</li> <li>• Client Tools Backward Compatibility</li> <li>• Client Tools Connectivity</li> <li>• Client Tools Software Development Kit</li> <li>• Management Studio</li> <li>• SQL Client Connectivity SDK</li> <li>• Sync Framework</li> <li>• SQL Server 2008 Books Online</li> </ul>
Visual Studio Team Lab Management 2010	<ul style="list-style-type: none"> <li>• None</li> </ul>

**IV) Creating and Storing Instances on Your Servers or Storage Media.** You have the additional rights below for each software license you acquire.

- a) You may create any number of instances of the server software and additional software.
- b) You may store instances of the server software and additional software on any of your servers or storage media.
- c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described above (e.g., you may not distribute instances to third parties).

**V) Additional Licensing Requirements and/or Use Rights.**

- a) **No Client Access Licenses (CALs) Required for Access.** You do not need CALs for other devices to access your instances of the server software.
- b) **Distributable Code.** You may use Distributable Code as described in the Universal License Terms.
- c) **Management Packs.** The software may contain Management Packs. The license terms for the applicable System Center product in the Server – Management Server section of these License Agreement/Product Use Rights apply to your use of these Management Packs.

## **B. Exceptions and Additional Terms for Particular Products.**

### **For BizTalk Server 2009 Standard Edition:**

Networked Clusters. The server software may not be used on a server that is part of a networked cluster, or in an operating system environment that is part of a networked cluster of operating system environments on the same server.

Master Secret Server. The Master Secret Server software may not be used on a server that is part of a networked cluster, or in an operating system environment that is part of a networked cluster of operating system environments on the same server. It cannot be shared by more than one operating system environment in which you run the server software.

Office Web Component. The license terms for the Office Web Component in Office Professional in the Desktop Applications section of these License Agreement/Product Use Rights apply to your use of that software.

### **For BizTalk Server 2009 Branch Edition:**

You may run instances of the software on licensed servers only at the endpoint of your internal network (or edge of your organization). You may do so to connect business events or transactions with activities processed at that endpoint. No licensed server may:

- act as the central node in a “hub and spoke” networking model,
- centralize enterprise-wide communications with other servers or devices; or
- automate business processes across
  - divisions,
  - business units, or
  - branch offices.

### **For SQL Server 2008 Enterprise, Standard, Web and Workgroup:**

Fail-over Servers. For any operating system environment in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate operating system environment for temporary support. The number of processors used in that separate operating system environment must not exceed the number of processors used in the corresponding operating system environment in which the active instances are running. You may run the passive fail-over instances on a server other than the licensed server.

### **For SQL Server 2008 Web:**

The software may be used only to support public and Internet accessible

- Web pages
- Web sites
- Web applications
- Web services

It may not be used to support line of business applications (e.g., Customer Relationship Management, Enterprise Resource Management and other similar applications).

**For Visual Studio Team Lab Management 2010:**

Lab Environment A lab environment is a virtual operating system environment used solely for the purpose of developing and testing your programs.

Determining the Number of Licenses Required Before you set up your lab environment(s) on a server, you must determine the number of licenses required and assign them to that server. The number of software licenses required for a server in which you will run your lab environment(s) equals the total number of physical processors on that server.

Licensing a Server For each server that you have licensed, you may (i) set up and run any number of lab environments in the licensed server; (ii) enable the Lab Management feature of Microsoft Visual Studio Team Foundation Server 2010, and associate it with one or more lab environments on licensed servers; and (iii) use the included copy of SCVMM in conjunction with licensed servers for the purposes described in the next paragraph.

License Terms for Microsoft System Center Virtual Machine Manager (SCVMM) The software includes a copy of SCVMM. You may install and run the included copy of SCVMM only for the purpose of creating, deploying and managing the lab environment(s) that are running on licensed servers. You do not need management licenses for that use. No other rights to SCVMM are given under this license, including but not limited to any right to use SCVMM for a production environment, such as managing virtualized production servers.

Running Copies of the Supplemental Software You may run or otherwise use any number of copies of the supplemental software listed below on any number of devices. You may use supplemental software only with the lab environments running on the licensed server.

- Visual Studio Lab Agent

### **C. License Mobility within Server Farms (applicable to products with <sup>LM</sup> in list preceding General License Terms).**

Despite anything to the contrary in your volume license agreement regarding which use rights apply to your use of the software, these use rights apply to your use of the software under all licenses you acquired for the software under that agreement. They do not apply to your use of software under licenses for prior versions of the software.

#### **Assigning Licenses and Using Software within a Server Farm.**

You may determine the number of licenses you need, assign those licenses, and use the server software as provided in the General License Terms. Alternatively, you may apply the use rights below.

##### Server farm.

A server farm consists of up to two data centers each physically located:

- in a time zone that is within four hours of the local time zone of the other (Coordinated Universal Time (UTC) and not DST), and/or
- within the European Union (EU) and/or European Free Trade Association (EFTA).

Each data center may be part of only one server farm. You may reassign a data center from one server farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

##### **License reassignment.**

- License reassignment within a server farm. You may reassign software licenses to any of your servers located within the same server farm as often as needed. The prohibition against short-term reassignment does not apply to licenses assigned to servers located within the same server farm.
- License reassignment across server farms. You may reassign software licenses to any of your servers located in different server farms, but not on a short-term basis (i.e., not within 90 days of the last assignment).

##### **Determining the Number of Licenses Required.**

Despite anything to the contrary in General License Terms about how to count virtual and physical processors, you need a number of licenses equal to or greater than the number of physical processors on licensed servers within a server farm at any one time supporting or used by operating system environments in which instances of the software are running.

##### **Running instances of the server software in a server farm.**

Because you are permitted to reassign licenses as needed, as long as you meet the following requirement, you may run the software in any number of operating system environments within a server farm. The number of physical processors supporting or used by operating system environments at any one time may not exceed the number of licenses assigned to servers within the farm.

**Alternative method of counting.** Instead of counting the number of physical processors supporting virtual operating system environments, you may count the number of virtual processors being used by virtual operating system environments in which instances are running. For purposes of this method of counting, disregard the statement in the Universal License Terms that a virtual processor is considered to have the same number of threads and cores as each of the underlying physical processors. You must assign a number of licenses equal to the sum of the greatest number of:

- virtual processors at any one time used by virtual operating system environments in which instances of software are running and
- physical processors at any one time used by physical operating system environments in which instances of software are running.

## Microsoft Developer Tools

### Licensing model: User License

This section covers the products listed below (for products with an asterisk, also refer to section B). It also applies to products we add under this licensing model in the Product List.

- |  |  |
|--|--|
| 1. BizTalk Server 2009 Developer Edition*              | 11. Visual SourceSafe 2005   |
| 2. Expression Blend 3*                                 | 12. Visual Studio 2010 Professional, Premium and Ultimate*, <sup>I</sup>           |
| 3. Expression Studio 3*                                | 13. Visual Studio 2010 Professional, Premium and Ultimate with MSDN*, <sup>I</sup> |
| 4. Expression Professional Subscription*, <sup>I</sup> | 14. Visual Studio 2010 Professional with MSDN Embedded*, <sup>I</sup>              |
| 5. Expression Web 3*                                   | 15. Visual Studio Test Elements 2010*, <sup>I</sup>                                |
| 6. MSDN Operating Systems*, <sup>I</sup>               | 16. Visual Studio Test Elements 2010 with MSDN*, <sup>I</sup>                      |
| 7. MSDN Embedded*, <sup>I</sup>                        |  |
| 8. SQL Server 2008 Developer *                         |  |
| 9. TechNet Premium*, <sup>I</sup>                      |  |
| 10. Visual FoxPro 9.0                                  |  |

### A. General License Terms. You have the rights below for each license you acquire.

#### I) Installation and Use Rights.

##### a) General.

- Before you use the software under a license, you must assign that license to one user. That user is the "licensed user" for that particular license. You may assign other licenses to other users.
- You may install the software and permit your licensed users to use copies to design, develop, test and demonstrate your programs. You may not use the software in a production environment.
- You may reassign a license, but not on a short-term basis (i.e., not within 90 days of the last assignment). If you reassign a license, the user to which you reassign the license becomes the new licensed user for that license.

**b) Included Microsoft Software Programs.** This section of these License Agreement/Product Use Rights generally applies to all Microsoft programs included with the software. Some included Microsoft programs are provided under their own license terms. If another section covers a program and gives you other rights that do not conflict with this section, you also have those rights.

#### II) Additional Licensing Requirements and/or Use Rights.

- a) User Testing.** Your end users may access the software to perform acceptance tests on your programs.
- b) Distributable Code.** You may use Distributable Code as described in the Universal License Terms.
- c) Downgrade.** The licensed user may run a prior version in place of the licensed version for any copy run. This right to run a prior version is in addition to the right to run the product version you licensed. The licensed user may run both versions at the same time.
- d) Software Development Kits.** The software may include components identified as software development kits (SDKs) and device driver kits (DDKs). If other terms come with an SDK or DDK, those terms apply to your use of it.

## **B. Exceptions and Additional Terms for Particular Products.**

### **For Expression Studio 3 and Expression Web 3**

Distributable Code. These rights are granted subject to the distribution requirements and restrictions in the Universal License Terms.

- Site Templates. The software contains code marked as "site templates" that you are permitted to use along with your content. You may modify, copy, deploy and distribute the source and object code form of these site templates.

### **For Expression Studio 3 and Expression Blend 3**

Distributable Code. These rights are granted subject to the distribution requirements and restrictions in the Universal License Terms.

- Styles. You may copy, modify and distribute the object code form of code identified as "X Styles".

### **For Expression Professional Subscription, Expression Studio 3, Expression Blend 3 and Expression Web 3**

Distributable Code. These rights are granted subject to the distribution requirements and restrictions in the Universal License Terms.

- You may distribute unmodified copies of the Buxton Sketch font and SketchFlow Print font.
- Icons. The software contains code marked as "icons". You may distribute unmodified copies of the icons.
- Templates. The software contains templates installed in "\\Program Files\Microsoft Expression\Encoder 2\Templates ". You may modify, copy, deploy and distribute these templates.

**NOTICE ABOUT THE MPEG-2 VISUAL STANDARD.** This software includes MPEG-2 visual decoding technology. MPEG LA, L.L.C. requires this notice:

USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG 2 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.

If you have questions about the MPEG-2 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; <http://www.mpegla.com>.

THE PRODUCT IS LICENSED UNDER THE VC-1 AND AVC/H.264 PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE VC-1 and AVC/H.264 STANDARDS ("VC-1 and AVC/H.264 VIDEO") AND/OR (ii) DECODE VC-1 and AVC/H.264 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE VC-1 AND/OR AVC/H.264 VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE [HTTP://WWW.MPEGLA.COM](http://www.mpegla.com).

THIS PRODUCT IS LICENSED UNDER THE VC-1 AND AVC/H.264 PATENT PORTFOLIO LICENSES. SUCH LICENSES EXTEND TO THIS PRODUCT ONLY AND ONLY TO THE EXTENT OF OTHER NOTICES WHICH MAY BE INCLUDED HEREIN. THE LICENSES DO NOT EXTEND TO ANY OTHER PRODUCT REGARDLESS OF WHETHER SUCH PRODUCT IS INCLUDED WITH THIS LICENSED PRODUCT IN A SINGLE ARTICLE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE [HTTP://WWW.MPEGLA.COM](http://www.mpegla.com).

### **For Expression Professional Subscription, MSDN Embedded, MSDN Operating Systems, TechNet Premium, Visual Studio (all editions) with MSDN**

Data Storage Technology in Windows Server 2003 and Windows Server 2003 R2. Windows Server may include data storage technology called Microsoft SQL Server Desktop Engine for Windows. Components of the server

software use this technology to store data. You may not otherwise use or access this technology under these License Agreement/Product Use Rights.

Additional Licensing Requirements and/or Use Rights and Notices relating to Windows 7 and Windows Vista. The following sections of the Desktop Operating System section of these License Agreement/Product Use Rights apply to your use of Windows 7 and Windows Vista.

- Font Components
- Use with Virtualization Technologies
- Potentially Unwanted Software
- Internet Based Services
- Notices about MPEG-4 Visual Standard, MPEG-2 Visual Standard and VC-1 Visual Standard
- Mandatory Activation
- Validation

The following sections of the Desktop Operating System section of these License Agreement/Product Use Rights apply to your use of Windows 7.

- Icons, images and sounds
- Electronic Programming Guide
- Related Media Information
- Worldwide Use of the Media Center
- Exceptions and Additional Terms for Windows 7, Windows 7 K, Windows 7 KN, Windows N

The Exceptions and Additional Terms for Windows Vista, Windows Vista K, Windows Vista KN, and Windows Vista N of the Desktop Operating System section of the License Agreement/Product Use Rights for Windows Vista apply to your use of Windows Vista.

See other Exceptions and Additional Terms below.

**For Expression Professional Subscription:**

License Terms for Virtual Hard Disk Images.

- i. You may install and use copies of the virtual hard disk image components of the software on your devices on which you are running a copy of the Microsoft Virtual PC and/or Microsoft Virtual Server component of the software.
- ii. You may not separate the component parts of the virtual hard disk image for use on more than one device or in more than one operating system environment.

**For relevant levels of MSDN and Visual Studio with MSDN:**

The components available to users through MSDN subscriptions vary by level. The following license terms apply to components included with the level of MSDN you have acquired.Access Runtime Files Distributable Code. These rights are granted subject to the distribution requirements and restrictions in the Universal License Terms. You may copy and distribute the object code form of SETUP.EXE, ACCESSRT.MSI, and ACCESSRT.CAB files from a licensed copy of Microsoft Office Professional Enterprise Edition 2003 or Microsoft Office Access 2003 software. You and your end users may only use these files to provide database features for your non-database management programs.

Distributable Code.

In addition to object code in the REDIST.TXT file, you may copy and distribute the following subject to the same requirements and restrictions:

- the object code form of the files listed in the REDIST list located at <http://go.microsoft.com/fwlink/?LinkId=165518> for Visual Studio 2010 and <http://go.microsoft.com/fwlink/?LinkID=100327&clcid=0x409> (for Visual Studio 2008), and
- the source and object code form of the code marked as 'Extensibility Kit' (for Microsoft Commerce Server 2009 Standard and Enterprise).

You may also modify, copy and distribute the source and object code form of code marked as "Code Snippet" subject to the same requirements and restrictions:

The following rights related to Expression 3 Design Software are granted subject to the same requirements and restrictions.

- Site Templates. The software contains code marked as "site templates" that you are permitted to use along with your content. You may copy, modify, deploy and distribute the source and object code form of these site templates.
- Fonts. You may distribute unmodified copies of the Buxton Sketch font and SketchFlow Print font.
- Icons. The software contains code marked as "icons". You may distribute unmodified copies of the icons.
- Templates. The software contains templates installed in "\\Program Files\Microsoft Expression\Encoder 3\Templates ". You may copy, modify, deploy and distribute these templates.
- Styles. You may copy, modify and distribute the object code form of code identified as "X Styles".

Some Distributable Code has a filename extension of .lib. You may distribute only the results of running that Distributable Code through a linker with your program.

You may distribute Distributable Code included in a setup program only as part of that setup program. You may not modify it.

FrontPage Web Components. The software includes web components for MSNBC news headlines, MSN MoneyCentral Stock Quote and MSN Search. You may only use these web components on web sites you create. You may not change the web components, except as the software allows. You may not separately use trademarks or logos shown on the web components. You may not disable or redirect the links in the web components. You may not use the web components to imply any relationship with Microsoft or MSNBC; disparage Microsoft or MSNBC or their products, software, or services; or violate any law.

Subscription Services. In order to access or use subscription services, your subscription must be active. Services that may be available to you with your subscription include software downloads, technical support and product keys.

#### Systems Management Server (SMS) 2.0.

- SMS Installer. You may use the SMS Installer only on devices managed by SMS.
- SMS Distributable Code. You must require your end users to only use the Distributable Code listed in the REDIST.TXT file on devices managed by SMS.
- SMS Sample Code. Code marked as "Sample Code" in the SAMPLES.TXT file is not Distributable Code. You may only use, copy and modify that sample code to design, develop and test your programs.

Visual J# Notice. Applications and services built with Microsoft Visual J# 2005 will run only in the Microsoft .NET Framework. Visual J# 2005 has been independently developed by Microsoft. It is not endorsed or approved by Sun Microsystems, Inc.

Visual Studio Team Foundation Server 2010. For each license that you acquire, each licensed user is entitled to install and run one instance of Visual Studio Team Foundation Server 2010 on one device for production use. You may use the following additional software with the server software: Team Explorer, Team Foundation Build, Team Foundation Server SharePoint Extensions. You must acquire and assign the appropriate client access license (CAL) to each user or device that accesses instances of the server software directly or indirectly. One Team Foundation Server CAL is included for the licensed subscriber. Any user or device with a CAL may access the Team Foundation Server 2010 software.

#### Windows Embedded Products.

- Despite anything to the contrary in the Included Microsoft Software Programs section in the General License Terms, all Windows Embedded products are governed by their own license terms, except that one user may install and use multiple copies. This includes the Windows CE Platform Builder programs, and services included with the software.
- Despite anything to the contrary in your volume license agreement, for any mobile or embedded software product, Microsoft's obligations related to the defense of infringement and misappropriation claims will not apply to the extent that the claim or award is based on patents that are alleged to be infringed by, or essential to, an implementation of telecom or codec standards. Examples include:

- Global System for Mobile (Communications) (GSM),
- General Packet Radio Services (GPRS),
- Code Division Multiple Access (CDMA),
- Single Carrier Radio Transmission Technology (CDMA/1xRTT), and
- MPEG (audio and video).

Windows Azure Platform Services For each license that you acquire, you will have access to Windows Azure Platform Services. Your use of these services is limited solely to design, develop, test and demonstrate your programs you create with the software, and is otherwise governed by the Microsoft Licensing Online Services Use Rights. Check your MSDN Subscription for the amount of services provided to you based on your subscription level.

Windows Home Server Remote Access Features You are responsible for making sure that your use of Windows Home Server's remote access features complies with your broadband providers' terms of service. You may need to add services from your broadband provider to use Windows Home Server's remote access features. For example, you will need certain "ports" to be open to use these features, and some broadband providers block those ports for customers on some service plans. Also, some broadband providers' terms of service may limit or prohibit setting up and running of "servers" on their networks by some customers on some service plans. Please contact your broadband provider if you have questions about their terms of service.

Windows Software. The software contains the Microsoft Data Access Component software. This software is part of Windows.

Windows Server 2003 Terminal Services, Windows Server 2003 R2 Terminal Services, Windows Server 2008 Terminal Services and Window Server 2008 R2 Remote Desktop Services. Up to 200 anonymous users at a time may use the Remote Desktop Services (or Terminal Services) feature of the Windows Server software to access Internet demonstrations of your programs.

See other Exceptions and Additional Terms below.

**For SQL Server 2008 Developer:**

Demonstration. In addition to the licensed user, any person that has access to your internal network may install and use copies of the software to demonstrate use of your programs with the software.

**For TechNet Premium:**

Installation and Use Rights. You may only install and use the software as described here. One user may install and use copies of the software on any of your devices.

Other Executables. The software includes tools, utilities, resource kits, patches, updates, and training materials. The terms that appear with those other executables apply to your use of them.

Evaluation Software. Only one user may install and use copies of the evaluation software listed in the COMPONENTS.TXT files. You may use the evaluation software only to evaluate it. You may not use it in a live operating environment, in a staging environment, or with data that has not been backed up. You may not use the evaluation software for software development or in an application development environment.

Documentation. Any person that has valid access to your computer or internal network may copy and use the documentation for your internal reference purposes.

That person may also:

- modify documentation for your internal purposes;
- use it to provide support services to your customers; and
- distribute it, without modification, to your support services customers for their internal use. Documentation does not include electronic books.

**For Visual Studio Load Test Virtual User Pack 2010:**

The licensed user under any Visual Studio 2010 Ultimate license may use a Virtual User Pack on any device on which the Visual Studio Test Controller software from Microsoft Visual Studio Team Agents 2010 is running provided that a Virtual User Pack license is assigned to that device.

You may assign additional Virtual User Pack licenses to that device, but you may not assign the same Virtual User Pack license to more than one device at a time.

You may reassign a Virtual User Pack license, but not within 90 days of the last assignment. You may reassign a Virtual User Pack license sooner if you retire the licensed device due to permanent hardware failure. If you reassign a Virtual User Pack license, the device to which you reassign the license becomes the new licensed device for that Virtual User Pack license.

**For Visual Studio 2010 (all editions with and without MSDN):**

BUILDSERVER.TXT File. If your version of the software contains a BUILDSERVER.TXT file, you may install copies of the files listed in it, onto your build machines. You may do so solely for the purpose of compiling and building your programs. We may list additional files at <http://go.microsoft.com/fwlink/?LinkId=165518> to use for this same purpose.

Microsoft Office User Interface. These license terms grant you no rights to make, copy, use or distribute any elements of the Microsoft Office user interface such as the ribbon and quick access toolbar.

Silverlight 3 and Silverlight 3 Software Development Kit.

Notice about the H.264/AVC Visual Standard, and the VC-1 Video Standard. Silverlight may include H.264/MPEG-4 AVC and/or VC-1decoding technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE AVC AND THE VC-1 PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (A) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE STANDARDS ("VIDEO STANDARDS") AND/OR (B) DECODE AVC AND VC-1 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NONE OF THE LICENSES EXTEND TO ANY OTHER PRODUCT REGARDLESS OF WHETHER SUCH PRODUCT IS INCLUDED WITH THIS SOFTWARE IN A SINGLE ARTICLE. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE [HTTP://WWW.MPEGLA.COM](http://WWW.MPEGLA.COM).

For clarification, the above notice does not limit or inhibit the use of the software provided under these License Agreement/Product Use Rights for normal business uses that are personal to that business and do not include:

- redistribution of the software to third parties, or
- creation of content with the VIDEO STANDARDS compliant technologies for distribution to third parties.

Utilities. Utilities Lists can be found at <http://go.microsoft.com/fwlink/?LinkId=165518> and <http://go.microsoft.com/fwlink/?LinkId=100284>. The software contains certain components identified in that list. The components contained in the software vary by edition. You may copy and install the Utilities you receive with the software on up to five devices at one time. You may use the Utilities only to debug your programs you develop with the software. You must delete all the Utilities installed onto a device when you finish debugging your program, but no later than 30 days after you install them on that device.

Visual Studio Team Lab Management 2010 The software may contain features to work with lab management functionality. To enable these features other license terms and fees may apply.

**For Visual Studio 2010 (all editions; without MSDN):**

Microsoft SQL Server Compact 3.5 with SP2, SQL Server 2008 Express SP1a and SQL Server 2008 SQL Management Objects.

Each is licensed to you under their own license terms.

The license terms for SQL Server Compact 3.5 with SP2, are located here: `%programfiles%\Microsoft SQL Server Compact Edition.`

The license terms for SQL Server 2008 Express SP1a are located here: %programfiles%\Microsoft SQL Server Service Pack 1a.

The license terms for SQL Server 2008 SQL Management Objects are located here: %programfiles%\Microsoft SQL Server\100\SDK\Assemblies.

Distributable Code.

- In addition to object code in the REDIST.TXT file, you may copy and distribute the following subject to the same requirements and restrictions:
  - any files listed in the REDIST list located at <http://go.microsoft.com/fwlink/?LinkId=165518>.
  - the object code form of code marked "Silverlight Libraries," Silverlight "Client Libraries" and Silverlight "Server Libraries."

Other Windows Components. The software contains certain .dlls related to Microsoft Build technology. These files are part of Windows. The license terms for Windows apply to your use of them.

**For Visual Studio 2010 Ultimate (with and without MSDN):**

Visual Studio Load Test Virtual Users The software includes capacity for two hundred fifty (250) load test virtual users. This may be used for local load testing purposes only.

**For Visual Studio 2010 Ultimate and Premium with MSDN:**

Desktop Application Software. Despite the limitation in the General License Terms above, for each license you acquire, the licensed user may also install and use one copy of each of the following products on one device for production use. Except as provided here, the Desktop Applications section of these License Agreement/Product Use Rights applies to the licensed user's use of this software.

- Office Professional Plus 2010
- Visio Premium 2010
- Project Professional 2010

## Microsoft Servers – Management Servers

Licensing model: Server license + management license (server or client)

This section covers the products listed below (for products with an asterisk or <sup>LM</sup>, also refer to sections B and C, respectively). It also applies to products we add under this licensing model in the Product List.

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>1. System Center Configuration Manager 2007 R2*, LM, SH</li> <li>2. System Center Configuration Manager 2007 R2 with SQL Server 2005 Technology*, LM, SH</li> <li>3. System Center Data Protection Manager 2007*, LM, SH</li> <li>4. System Center Essentials 2007*, LM</li> </ol> | <ol style="list-style-type: none"> <li>5. System Center Essentials 2007 with SQL Server 2005 Technology*, LM</li> <li>6. System Center Operations Manager 2007 R2*, LM, SH</li> <li>7. System Center Operations Manager 2007 R2 with SQL Server 2008 Technology*, LM, SH</li> <li>8. System Center Virtual Machine Manager 2008 R2*, LM, SH</li> </ol> |
|---|--|

### A. General License Terms. You have the rights below for each software license you acquire.

#### I) Assigning the License to the Server.

- a) Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is the licensed server for that particular license. You may assign other software licenses to the same server, but you may not assign the same license to more than one server. A hardware partition or blade is considered to be a separate server.
- b) You may reassign a server software license, but not on a short-term basis (i.e., not within 90 days of the last assignment). You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

II) **Running Instances of the Server Software.** For each server software license you assign, you may run, at any one time, one instance of the server software in one physical or virtual operating system environment on the licensed server.

III) **Running Instances of the Additional Software.** You may run or otherwise use any number of instances of the additional software listed in the table below in physical or virtual operating system environments on any number of devices. You may use those instances only with the server software. Use of any instance with the server software may be indirect, through other additional software, or direct.

Product	List of Additional Software
<b>System Center Configuration Manager 2007 R2</b>	<u>For all editions of System Center Configuration Manager 2007 R2</u> <ul style="list-style-type: none"> <li>• Configuration Manager Console</li> </ul>

Product	List of Additional Software
<p><b>System Center Configuration Manager 2007 R2 with SQL Server 2005 Technology</b></p>	<ul style="list-style-type: none"> <li>• Configuration Manager Client</li> <li>• Device Management Point</li> <li>• Custom Updates Publishing Tool</li> <li>• Distribution Point</li> <li>• Fallback Status Point</li> <li>• Inventory Tool for Microsoft Updates</li> <li>• PXE Service Point</li> <li>• Management Point</li> <li>• Reporting Point</li> <li>• System Center Update Publisher</li> <li>• Secondary Site Server</li> <li>• Server Locator Point</li> <li>• Software Update Point</li> <li>• State Migration Point</li> <li>• System Health Validator Point</li> <li>• Configuration Pack</li> </ul> <p><u>Only for System Center Configuration Manager 2007 R2 with SQL Server 2005 Technology</u></p> <ul style="list-style-type: none"> <li>• Analysis Services Shared Tools</li> <li>• Business Intelligence Development Studio</li> <li>• Connectivity Components</li> <li>• Legacy Components</li> <li>• Management Tools</li> <li>• Microsoft Baseline Security Analyzer</li> <li>• Notification Services Client Components</li> <li>• Reporting Services Report Manager</li> <li>• Reporting Services Shared Tools</li> <li>• SQL Server 2005 Shared Tools</li> <li>• Software Development Kit</li> <li>• SQLXML Client Features</li> <li>• SQL Server 2005 Books Online</li> <li>• SQL Server Mobile Server Tools</li> </ul>
<p><b>System Center Data Protection Manager 2007</b></p>	<ul style="list-style-type: none"> <li>• Data Protection Manager 2007 Agent</li> <li>• Data Protection Manager Remote Command-Line Interface Console</li> <li>• Data Protection Manager System Recovery Tool Agent</li> </ul>
<p><b>System Center Essentials 2007</b></p>	<p><u>For all editions of System Center Essentials 2007</u></p>

Product	List of Additional Software
<p><b>System Center Essentials 2007 with SQL Server 2005 Technology</b></p>	<ul style="list-style-type: none"> <li>• User Interface Console</li> <li>• Management Packs</li> <li>• Agent and Helper Binaries</li> </ul> <p><u>Only for System Center Essentials 2007 with SQL Server 2005 Technology</u></p> <ul style="list-style-type: none"> <li>• Analysis Services Shared Tools</li> <li>• Business Intelligence Development Studio</li> <li>• SQL Server 2005 Books Online</li> <li>• Connectivity Components</li> <li>• Legacy Components</li> <li>• Management Tools</li> <li>• Notification Services Client Components</li> <li>• Reporting Services Report Manager</li> <li>• Reporting Services Shared Tools</li> <li>• SQL Server 2005 Shared Tools</li> <li>• Software Development Kit</li> <li>• SQLXML Client Features</li> <li>• SQL Server Mobile Server Tools</li> </ul>
<p><b>System Center Operations Manager 2007 R2</b></p>	<p><u>For all editions of System Center Operations Manager 2007 R2</u></p> <ul style="list-style-type: none"> <li>• Agent and Helper Binaries</li> <li>• Audit Database</li> <li>• Connector Framework</li> <li>• Console</li> <li>• Database</li> <li>• Management Packs</li> <li>• Power Shell</li> <li>• Reporting Data Warehouse</li> <li>• Reporting Server</li> <li>• Web Console</li> </ul> <p><u>Only for System Center Operations Manager 2007 R2 with SQL Server 2008 Technology</u></p> <ul style="list-style-type: none"> <li>• Analysis Services Shared Tools</li> <li>• Business Intelligence Development Studio</li> <li>• Connectivity Components</li> <li>• Legacy Components</li> <li>• Management Tools</li> <li>• Notification Services Client Components</li> <li>• Reporting Services Report Manager</li> <li>• Reporting Services Shared Tools</li> <li>• SQL Server 2008 Shared Tools</li> </ul>

Product	List of Additional Software
<p><b>System Center Operations Manager 2007 R2 with SQL Server 2008 Technology</b></p>	<ul style="list-style-type: none"> <li>• Software Development Kit</li> <li>• SQLXML Client Features</li> <li>• SQL Server 2008 Books Online</li> <li>• SQL Server Mobile Server Tools</li> </ul>
<p><b>System Center Virtual Machine Manager 2008 R2</b></p>	<ul style="list-style-type: none"> <li>• Virtual Machine Manager Agent</li> <li>• Physical to Virtual Agent</li> <li>• Administrator Console</li> <li>• Virtual Machine Manager Self Service Portal</li> <li>• VMRC Client</li> </ul>

**IV) Creating and Storing Instances on Your Servers or Storage Media.** You have the additional rights below for each software license you acquire.

- a) You may create any number of instances of the server software and additional software.
- b) You may store instances of the server software and additional software on any of your servers or storage media.
- c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described above (e.g., you may not distribute instances to third parties).

**V) Additional Licensing Requirements and/or Use Rights.**

- a) **Management Licenses.** You must acquire and assign, to a device or user, the appropriate category and type of management license for the operating system environments (OSEs) you will use your instances of the server software to directly or indirectly manage.

- i) **Categories of Management Licenses.** There are two categories of management licenses: client and server. The category of license required depends on the operating system software running within an OSE. OSEs running server operating system software require server management licenses. You may use either server or client management licenses for all other OSEs.
- ii) **Two Types of Client Management Licenses.** There are two types of client management licenses: one for managed OSEs and one for users.
  - Your OSE client management licenses permit your instances of the server software to manage an equal number of OSEs used by any users.
  - Your user client management licenses permit your instances of the server software to manage the OSEs used by each user to whom a user client management license is assigned. If you have more than one user using an OSE, and you are not licensing by OSE, you must assign user client management licenses to each of the users.

Your client management licenses do not permit management of any OSE running a server operating system.

**One Type of Server Management License.** There is no user option for server management licenses. The OSE server management license is the only type of server management license you can acquire. Your OSE server management licenses permit your instances of the server software to manage an equal number of OSEs. If you are managing a virtual OSE on the licensed device and the physical OSE is being used solely to run hardware virtualization software, provide hardware virtualization services, and run software to manage and service operating system environments on that device, then you may manage that virtual OSE and the physical OSE under a single server management license.

While there is only one type of server management license, there may be up to two editions. If there is more than one edition of server management license, the edition you need depends on the workload that is managed.

A single device may have a mix of OSEs, including a subset running server operating systems. If so, unless you acquire all server management licenses, you will need a mix of the two categories for that device.

**b) Assigning Management Licenses.**

- If you acquire user client management licenses, you must assign them to the users of your managed OSEs.
- If you acquire OSE client or server management licenses, you must assign them to the devices on which your managed OSEs will run. A hardware partition or blade is considered to be a separate device. At any one time, the number of OSEs being managed on a device may not exceed the number of OSE client or server management licenses assigned to that device (except in the case where you are permitted to manage the physical OSE and a virtual OSE under a single server management license as provided above).
- The appropriate management licenses:
  - i) server or client
  - ii) OSE or user (if any)for each product is listed in the table below.
- For purposes of this paragraph, to “manage” an OSE means to
  - iii) solicit or receive data about,
  - iv) configure, or
  - v) give instructions to the hardware or software associated with the OSE, other than to discover the presence of a device.
- You do not need a management license for

**Microsoft Servers – Management Servers**

- i) any of your OSEs running instances of the server software on your licensed servers,
- ii) any of your OSEs in which no instances of software are running, or
- iii) any of your devices functioning only as network infrastructure devices (OSI layer 3 or below), or
- iv) any of your devices for which you are exclusively performing out of band management.

“Out of band management” consists of interaction via a network connection with a hardware management controller to monitor or manage the status of hardware components such as:

- system temperature
- fan speed
- power on/off
- system reset
- CPU availability.

Monitoring utilization of the following is considered indirect management of the OSE and requires a management license:

- CPU
- RAM
- NIC
- Storage.
- Your management licenses permit management by your instances of earlier versions, but not later versions, of the server software, unless stated below in the table. If you are running instances of an earlier version of the server software under these license terms, you may also use management licenses corresponding to that version. In that case, management licenses for the earlier version may be used in the following ways.
  - i) Server management licenses may be used as OSE server management licenses.
  - ii) Client management licenses may be used as OSE or user client management licenses.
- With any instance of the server software on your licensed servers, you may manage:
  - i) any number of OSEs on a device, once you assign an equal number of server or client management licenses to that device.
  - ii) the OSEs your users use, once you assign client management licenses to those users.

However, you may manage the physical OSE and any virtual OSE under a single server management license, if you use the physical OSE for the limited purposes described above.

Product or Functionality (or Workload)	Category and List of Management Licenses
<p><b>System Center Configuration Manager 2007 R2 and</b></p> <p><b>System Center Configuration Manager 2007 R2 with SQL Server 2005 Technology</b></p> <p>Management by instances of the server software using desired configuration management (DCM) of only Basic Operating System Workloads running in the licensed OSE, as well as management of any applications running in that OSE that do not require use of DCM.</p>	<p><b>Server Management Licenses</b></p> <ul style="list-style-type: none"> <li>• System Center Configuration Manager 2007 R2 Standard Server Management License (Standard Server ML), or</li> <li>• System Center Server Management Suite Standard (with active Software Assurance coverage on or after October 1, 2008)</li> </ul>

Product or Functionality (or Workload)	Category and List of Management Licenses
<p>Basic Operating System Workloads means</p> <ul style="list-style-type: none"> <li>• these basic operating system utilities: System Resource Manager, Password Change Notification, Baseline Security Analyzer, Reliability and Availability Services,</li> <li>• these file and print service workloads: Print Server, Distributed File System (DFS), File Replication Service (FRS), Network File System (NFS), File Transfer Protocol (FTP), and Windows SharePoint Services, and</li> <li>• these networking service workloads: Distributed Naming Service (DNS), Dynamic Host Configuration Protocol (DHCP), and Windows Internet Naming Service (WINS).</li> </ul>	
<p><b>System Center Configuration Manager 2007 R2 and</b></p> <p><b>System Center Configuration Manager 2007 R2 with SQL Server 2005 Technology</b></p> <p>Management by instances of the server software using DCM of:</p> <ul style="list-style-type: none"> <li>• IT Compliance and Governance configurations</li> <li>• Basic Operating System Workloads</li> <li>• All other operating system utilities, service Workloads, as well as any applications running in the licensed OSE.</li> </ul>	<p><b>Server Management Licenses</b></p> <ul style="list-style-type: none"> <li>• System Center Configuration Manager 2007 R2 Enterprise Server Management License (Enterprise Server ML), or</li> <li>• System Center Server Management Suite Enterprise (acquired on or after October 1, 2008 or with active Software Assurance coverage on or after that date) , or</li> <li>• System Center Server Management Suite Datacenter (acquired on or after July 1, 2009 or with active Software Assurance coverage on or after that date)</li> </ul>
<p><b>System Center Configuration Manager 2007 R2 and</b></p> <p><b>System Center Configuration Manager 2007 R2 with SQL Server 2005 Technology</b></p>	<p><b>Client Management Licenses</b></p> <ul style="list-style-type: none"> <li>• BackOffice 2000 CAL (with active Software Assurance coverage on October 1, 2008, or later), or</li> <li>• Core CAL Suite (with active Software Assurance coverage on October 1, 2008, or later), or</li> <li>• Enterprise CAL Suite (with active Software Assurance coverage on October 1, 2008 or later), or</li> <li>• System Center Configuration Manager 2007 R2 Client Management License (User or OSE Client ML)</li> </ul>

Product or Functionality (or Workload)	Category and List of Management Licenses
<p><b>System Center Data Protection Manager 2007</b></p> <p>Basic file backup and recovery management by instances of the server software of</p> <ul style="list-style-type: none"> <li>operating system components</li> <li>utilities</li> <li>service workloads running in the licensed OSE.</li> </ul>	<p><b>Server Management Licenses</b></p> <ul style="list-style-type: none"> <li>System Center Data Protection Manager 2007 Standard Server Management License (Standard Server ML), or</li> <li>System Center Server Management Suite Standard (with active Software Assurance coverage on or after November 1, 2007)</li> </ul>
<p><b>System Center Data Protection Manager 2007</b></p> <p>Backup and recovery, including basic file backup and recovery, by instances of the server software of</p> <ul style="list-style-type: none"> <li>the server system state</li> <li>all operating system components</li> <li>all utilities</li> <li>all server workloads</li> <li>any applications running in the licensed OSE.</li> </ul>	<p><b>Server Management Licenses</b></p> <ul style="list-style-type: none"> <li>System Center Data Protection Manager 2007 Enterprise Server Management License (Enterprise Server ML), or</li> <li>System Center Server Management Suite Enterprise (acquired on or after November 1, 2007 or with active Software Assurance coverage on or after that date) , or</li> <li>System Center Server Management Suite Datacenter (acquired on or after July 1, 2009 or with active Software Assurance coverage on or after that date)</li> </ul>
<p><b>System Center Data Protection Manager 2007</b></p>	<p><b>Client Management Licenses</b></p> <ul style="list-style-type: none"> <li>System Center Data Protection Manager 2007 Client Management License (User or OSE Client ML)</li> </ul>
<p><b>System Center Essentials 2007 and System Center Essentials 2007 with SQL Server 2005 Technology</b></p>	<p><b>Server Management Licenses</b></p> <ul style="list-style-type: none"> <li>System Center Essentials 2007 Server Management License (Server ML)</li> </ul>
<p><b>System Center Essentials 2007 and System Center Essentials 2007 with SQL Server 2005 Technology</b></p>	<p><b>Client Management Licenses</b></p> <ul style="list-style-type: none"> <li>System Center Essentials 2007 Client Management License (Client ML)</li> </ul>
<p><b>System Center Operations Manager 2007 R2 and System Center Operations Manager 2007 R2 with SQL Server 2008 Technology</b></p> <p>Management by instances of the server software of only Basic Operating System Workloads running in the licensed OSE.</p> <p>Basic Operating System Workloads means</p>	<p><b>Server Management Licenses</b></p> <ul style="list-style-type: none"> <li>System Center Operations Manager 2007 R2 Standard Server Management License (Standard Server ML), or</li> <li>Systems Center Standard Server Management License 2006 (acquired on or after July 1, 2009 or with active Software Assurance coverage on that date), or</li> </ul>

Product or Functionality (or Workload)	Category and List of Management Licenses
<ul style="list-style-type: none"> <li>• these basic operating system utilities: System Resource Manager, Password Change Notification, Baseline Security Analyzer, Reliability and Availability Services,</li> <li>• these file and print service workloads: Print Server, Distributed File System (DFS), File Replication Service (FRS), Network File System (NFS), File Transfer Protocol (FTP), and Windows SharePoint Services, and</li> <li>• these networking service workloads: Distributed Naming Service (DNS), Dynamic Host Configuration Protocol (DHCP), and Windows Internet Naming Service (WINS).</li> </ul> <p>Microsoft may expand the list of Basic Operating System Workloads by posting updates at <a href="http://go.microsoft.com/?linkid=4426611">http://go.microsoft.com/?linkid=4426611</a></p>	<ul style="list-style-type: none"> <li>• System Center Server Management Suite Standard (with active Software Assurance coverage on or after July 1, 2009)</li> </ul>
<p><b>System Center Operations Manager 2007 R2 and</b></p> <p><b>System Center Operations Manager 2007 R2 with SQL Server 2008 Technology</b></p> <p>Management by instances of the server software of</p> <ul style="list-style-type: none"> <li>• Basic Operating System Workloads</li> <li>• all other operating system utilities</li> <li>• all other service workloads</li> <li>• any applications</li> </ul> <p>running in the licensed OSE.</p>	<p><b>Server Management Licenses</b></p> <ul style="list-style-type: none"> <li>• System Center Operations Manager 2007 R2 Enterprise Server Management License (Enterprise Server ML), or</li> <li>• System Center Server Management Suite Enterprise (acquired on or after July 1, 2009 or with active Software Assurance coverage on or after that date), or</li> <li>• System Center Server Management Suite Datacenter (acquired on or after July 1, 2009 or with active Software Assurance coverage on or after that date)</li> </ul>
<p><b>System Center Operations Manager 2007 R2 and</b></p> <p><b>System Center Operations Manager 2007 R2 with SQL Server 2008 Technology</b></p>	<p><b>Client Management Licenses</b></p> <ul style="list-style-type: none"> <li>• System Center Operations Manager 2007 R2 Client Management License (User or OSE Client ML), or</li> <li>• Enterprise CAL Suite (with active Software Assurance coverage on July 1, 2009 or later)</li> </ul>
<p><b>System Center Virtual Machine Manager 2008 R2</b></p>	<p><b>Server Management Licenses</b></p>

Product or Functionality (or Workload)	Category and List of Management Licenses
	<ul style="list-style-type: none"> <li>• System Center Virtual Machine Manager 2008 R2 Enterprise Server Management License (Enterprise Server ML), or</li> <li>• System Center Server Management Suite Enterprise (acquired on or after October 1, 2009 or with active Software Assurance coverage on or after that date) , or</li> <li>• System Center Server Management Suite Datacenter (acquired on or after October 1, 2009 or with active Software Assurance coverage on or after that date)</li> </ul>
<p><b>System Center Virtual Machine Manager 2008 R2</b></p>	<p><b>Client Management Licenses</b></p> <ul style="list-style-type: none"> <li>• System Center Virtual Machine Manager 2008 R2 Client Management License (User or OSE Client ML)</li> </ul>

- c) **Reassignment of Management Licenses and CALs.** You may:
- permanently reassign
    - i) an OSE server or client management license from one device to another,
    - ii) or a user client management license from one user to another; or
  - temporarily reassign
    - i) an OSE server or client management license to a loaner device while the first device is out of service,
    - ii) or a user client management license to a temporary worker while the user is absent.
- d) **Distributable Code.** You may use Distributable Code as described in the Universal License Terms.
- e) **License terms for SQL Server 2005 Technology and SQL Server 2008 Technology .** If your edition of the software includes either SQL Server 2005 Technology or SQL Server 2008 Technology (e.g., System Center Configuration Manager 2007 R2 with SQL Server 2005 Technology, System Center Data Protection Manager 2007, System Center Essentials 2007 with SQL Server 2005 Technology, System Center Operations Manager 2007 R2 with SQL Server 2008 Technology), you may run, at any one time, one instance of that technology in one physical or virtual operating system environment on one server solely to support that software. You do not need SQL Server CALs for that use. You may create and store any number of instances of SQL Server Technology on any of your servers or storage media solely to exercise your right to run an instance of that technology under any of your software licenses as described here. You also may run one passive fail-over instance in a separate operating system environment for temporary support. You may run that instance on a server other than the licensed server.
- f) **Management and Configuration Packs.** The software may contain Management or Configuration Packs. The license terms for the applicable System Center products apply to your use of these Packs.

**B. Exceptions and Additional Terms for Particular Products.**

**For System Center Configuration Manager 2007 R2, System Center Configuration Manager 2007 R2 with SQL Server 2005 Technology, System Center Operations Manager 2007 R2 and System Center Operations Manager 2007 R2 with SQL Server 2008 Technology**

Management Licenses. A third type of client management license is available. The Core CAL Suite and Enterprise CAL Suites are available as device client management licenses. You may acquire, and assign to a device, either device client management license for the OSEs you will use your instances of the server software to manage. A hardware partition or blade is considered to be a separate device. Your device client management licenses permit your instances of the server software to manage any number of OSEs running on the devices to which they are assigned. Any user may use those managed OSEs. You may reassign your device client management licenses in the same manner you may reassign OSE client management licenses.

See other Exceptions and Additional Terms below.

**For System Center Configuration Manager 2007 R2, System Center Configuration Manager 2007 R2 with SQL Server 2005 Technology and System Center Data Protection Manager 2007**

You may manage any number of OSEs on your devices to which a qualifying System Center Server Management Suite Enterprise license is assigned. A qualifying license is a license acquired on or after the date the corresponding server product is first made available. These dates vary by product. See the management license table for details.

Rights associated with the System Center Server Management Suite Enterprise license vary by System Center product. Different rights apply to products and versions not identified above.

See other Exceptions and Additional Terms below.

**For System Center Operations Manager 2007 R2, System Center Operations Manager 2007 R2 with SQL Server 2008 Technology and System Center Virtual Machine Manager 2008 R2**

You may manage at any one time up to four OSEs on your devices to which a qualifying System Center Server Management Suite Enterprise license is assigned. If you are managing four virtual OSEs on the licensed device and the physical OSE is being used solely to run hardware virtualization software, provide hardware virtualization services, and run software to manage and service operating system environments on that device, then you may also manage the physical OSE. A qualifying license is a license acquired on or after the date the corresponding server product is first made available. These dates vary by product. See the management license table for details.

**For System Center Configuration Manager 2007 R2, System Center Configuration Manager 2007 R2 with SQL Server 2005 Technology, System Center Data Protection Manager 2007, System Center Operations Manager 2007 R2, System Center Operations Manager 2007 R2 with SQL Server 2008 Technology, and System Center Virtual Machine Manager 2008 R2**

If you assign to a device the greater of

- (i) two qualifying System Center Server Management Suite Datacenter licenses or
- (ii) a number of qualifying System Center Server Management Suite Datacenter licenses equal to the device's total number of physical processors,

then you may manage any number of OSEs on that device. A qualifying license is a license acquired on or after the date the corresponding server product is first made available. These dates vary by product. See the management license table for details. System Center Server Management Suite Datacenter licenses also

permit management by earlier versions of these System Center Management Server products.

See other Exceptions and Additional Terms below.

**For System Center Configuration Manager 2007 R2 and System Center Configuration Manager 2007 R2 with SQL Server 2005 Technology:**

You may not copy or distribute any data set (or any portion of a data set) included in the software.

Windows Pre-Installation Environment. You may install and use the Windows Pre-Installation Environment for purposes of diagnosing and recovering Windows operating system software. You may not use it as a:

- general operating system
- thin client
- remote desktop client

or for any other purpose.

ImageX.exe, Wimapi.dll, Wimfilter and Package Manager. You may install and use the following portions of the software for recovering Windows operating system software:

- ImageX.exe
- Wimapi.dll
- Wimfilter and Package Manager

You may not use these portions of the software to back up your Windows operating system or for any other purpose.

**For System Center Data Protection Manager:**

Running Instances of Server Software. The System Center Data Protection Manager software includes Microsoft System Recovery Tool for Microsoft System Center Data Protection Manager 2007. For each System Center Data Protection Manager software license you acquire and assign to a server, you may also run at any one time, one instance of the System Recovery Tool server software in a separate physical or virtual OSE.

**For System Center Essentials 2007 and System Center Essentials 2007 with SQL Server 2005 Technology**

No User Management Licenses. You may only acquire OSE client management licenses. User client management licenses are not available.

**For System Center Operations Manager 2007 R2 and System Center Operations Manager 2007 R2 with SQL Server 2008 Technology:**

You do not need a client management license for your devices licensed to use Desktop Error Monitoring technology (DEM). This applies when DEM is licensed alone or with the Microsoft Desktop Optimization Pack 2007. This applies only to agentless monitoring of OSEs running a non-server operating system.

**For System Center Operations Manager 2007 R2, System Center Operations Manager 2007 R2 with SQL Server 2008 Technology, and System Center Virtual Machine Manager 2008 R2**

Managed OSEs running server operating system software require server management licenses. All other managed OSEs require client management licenses. Your server management licenses do not permit management of any OSE running any operating system software other than server operating system

software.

### **For System Center Virtual Machine Manager 2008 R2**

You may use System Center Virtual Machine Manager R2 2008 only if you acquire one or more of the following:

- qualifying licenses for the System Center Server Management Suite Enterprise
- qualifying licenses for the System Center Server Management Suite Datacenter
- System Center Virtual Machine Manager 2008 R2 Enterprise server management licenses
- System Center Virtual Machine Manager 2008 R2 client management licenses

You will be deemed to have acquired one System Center Virtual Machine Manager 2008 R2 software license if you acquire any of the licenses listed above.

Qualifying System Center Server Management Suite Enterprise and System Center Server Management Suite Datacenter licenses are licenses acquired on or after August 1, 2009 or with active Software Assurance coverage on or after that date.

Converting from physical to virtual. You may desire to convert OSEs from physical to virtual. In this case, you do not need a management license for any OSEs managed only for the time and purpose of being converted.

You may manage any number of OSEs running on your devices to which a System Center Virtual Machine Manager 2008 R2 Enterprise server management license is assigned.

---

### **C. License Mobility within Server Farms (applicable to products with <sup>LM</sup> in list preceding General License Terms).**

Despite anything to the contrary in your volume license agreement regarding which use rights apply to your use of the software, these use rights apply to your use of the software under all licenses you acquired for the software under that agreement. They do not apply to your use of software under licenses for prior versions of the software.

#### **Assigning Software Licenses and Using Software within a Server Farm.**

You may reassign software licenses as provided in the General License Terms. Alternatively, you may reassign those licenses as provided below.

##### Server farm.

A server farm consists of up to two data centers each physically located:

- in a time zone that is within four hours of the local time zone of the other (Coordinated Universal Time (UTC) and not DST), and/or
- within the European Union (EU) and/or European Free Trade Association (EFTA).

Each data center may be part of only one server farm. You may reassign a data center from one server farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

##### **Software License reassignment.**

- Within a server farm. You may reassign software licenses to any of your servers located within the same server farm as often as needed. The prohibition against short-term reassignment does not apply to software licenses assigned to servers located within the same server farm.

Across server farms. You may reassign software licenses to any of your servers located in different server farms, but not on a short-term basis (i.e., not within 90 days of the last assignment).

## Microsoft Servers – Specialty Servers

Licensing model: Server license

This section covers the products listed below (for products with an asterisk <sup>or LM</sup>, also refer to sections B and C, respectively). It also applies to products we add under this licensing model in the Product List.

- |  |   |
|--|---|
| <ol style="list-style-type: none"> <li>1. Dynamics CRM 4.0 Workgroup Server</li> <li>2. HPC Pack 2008*</li> <li>3. Identity Lifecycle Manager 2007 -- Windows Live Edition*</li> <li>4. Microsoft Services for Netware 5.03*</li> <li>5. Groove Server 2010<sup>LM</sup></li> <li>6. Search Server 2010<sup>LM</sup></li> <li>7. SharePoint Server 2010 for Internet sites Enterprise*,<sup>LM</sup></li> <li>8. System Center Reporting Manager 2006</li> </ol> | <ol style="list-style-type: none"> <li>9. System Center Virtual Machine Manager 2008 R2 Workgroup Edition</li> <li>10. Virtual Server 2005 R2 Standard and Enterprise Editions</li> <li>11. Windows HPC Server 2008*<sup>I, SH</sup></li> <li>12. Windows Server 2008 HPC Edition*<sup>I, SH</sup></li> <li>13. Windows Server 2008 HPC Edition without Hyper-V*<sup>I, SH</sup></li> <li>14. Windows Web Server 2008 R2 *<sup>I</sup></li> </ol> |
|--|---|

### A. General License Terms. You have the rights below for each software license you acquire.

#### I) Assigning the License to the Server.

- a) Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is the licensed server for that particular license. You may assign other software licenses to the same server, but you may not assign the same license to more than one server. A hardware partition or blade is considered to be a separate server.
- b) You may reassign a software license, but not on a short-term basis (i.e., not within 90 days of the last assignment). You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

II) **Running Instances of the Server Software.** For each software license you assign, you may run, at any one time, one instance of the server software in one physical or virtual operating system environment on the licensed server.

III) **Running Instances of the Additional Software.** You may run or otherwise use any number of instances of the additional software listed in the table below in physical or virtual operating system environments on any number of devices. You may use those instances only with the server software. Use of any instance with the server software may be indirect, through other additional software, or direct.

Products	List of Additional Software
Dynamic CRM 4.0 Workgroup Server	<ul style="list-style-type: none"> <li>• Microsoft Dynamics CRM 4.0 for Microsoft Office Outlook</li> <li>• Microsoft Dynamics CRM 4.0 Connector for Microsoft SQL Server Reporting Services</li> <li>• Microsoft Dynamics CRM 4.0 E-mail Router</li> <li>• Microsoft Dynamics CRM 4.0 Data Migration</li> </ul>

Products	List of Additional Software
	<ul style="list-style-type: none"> <li>Manager</li> <li>• Microsoft Dynamics CRM 4.0 Language Packs</li> </ul>
HPC Pack 2008	<ul style="list-style-type: none"> <li>• Client Utilities</li> </ul>
Identity Lifecycle Manager 2007 -- Windows Live Edition	<ul style="list-style-type: none"> <li>• Client Software</li> </ul>
Groove Server 2010	<ul style="list-style-type: none"> <li>• None</li> </ul>
SharePoint Server 2010 for Internet Sites Standard	<ul style="list-style-type: none"> <li>• Software Development Kit</li> </ul>
SharePoint Server 2010 for Internet Sites Enterprise	<ul style="list-style-type: none"> <li>• Software Development Kit</li> </ul>
Microsoft Services for Netware 5.03	<ul style="list-style-type: none"> <li>• Novell Client 32</li> </ul>
Search Server 2010	<ul style="list-style-type: none"> <li>• Software Development Kit</li> </ul>
System Center Reporting Manager 2006	<ul style="list-style-type: none"> <li>• Reporting Data Source</li> </ul>
System Center Virtual Machine Manager 2008 R2 Workgroup Edition	<ul style="list-style-type: none"> <li>• Virtual Machine Manager Agent</li> <li>• Physical to Virtual Agent</li> <li>• Administrator Console</li> <li>• Virtual Machine Manager Self Service Portal</li> <li>• VMRC Client</li> </ul>
Virtual Server 2005 R2 Standard and Enterprise Editions	<ul style="list-style-type: none"> <li>• Virtual Machine Remote Control</li> </ul>
Windows HPC Server 2008	<ul style="list-style-type: none"> <li>• Client Utilities</li> <li>• AD Migration Tool</li> <li>• FRS Monitoring Tools</li> <li>• Remote Desktop Connection Client</li> <li>• RSAT Client</li> </ul>
Windows Server 2008 HPC Edition Windows Server 2008 HPC Edition without Hyper-V	<ul style="list-style-type: none"> <li>• AD Migration Tool</li> <li>• FRS Monitoring Tools</li> <li>• Remote Desktop Connection Client</li> <li>• RSAT Client</li> </ul>
Windows Web Server 2008 R2	<ul style="list-style-type: none"> <li>• None</li> </ul>

**IV) Creating and Storing Instances on Your Servers or Storage Media. You have the additional rights below for each software license you acquire.**

- a) You may create any number of instances of the server software and additional software.
- b) You may store instances of the server software and additional software on any of your servers or storage media.
- c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described above (e.g., you may not distribute instances to third parties).

**V) Additional Licensing Requirements and/or Use Rights.**

- a) No Client Access Licenses (CALs) Required for Access. You do not need CALs for other devices to access your instances of the server software.
- b) No Management Licenses Required for Management. You do not need management licenses for devices that are managed by instances of the server software.
- c) Management Packs. The software may contain Management Packs. The license terms for the applicable System Center products in the Server – Management Server section of these License Agreement/Product Use Rights apply to your use of these Management Packs.

**B. Exceptions and Additional Terms for Particular Products.**

**For SharePoint Server 2010 for Internet Sites Enterprise:**

“External users” means users that are not either (i) your or your affiliates' employees, or (ii) your or your affiliates' onsite contractors or agents. All other users are “internal users.”

All content, information, and applications accessible by internal users must also be accessible to external users. Servers that provide content, information, and applications that are limited to internal users, must be licensed with SharePoint Server 2010 and, if needed, FAST Search Server 2010 for Sharepoint.

Using the same running instance to support SharePoint Server 2010 and SharePoint Server 2010 for Internet Sites Enterprise: Customers wishing to consolidate their SharePoint needs under a single deployment may acquire licenses for both products, assign those licenses to the same server, and use the same running instance of the software simultaneously under both licenses. However, customers must acquire CALs as required under the SharePoint Server 2010 use rights to access content limited to internal users.

**For HPC Pack 2008, Windows HPC Server 2008\*, Windows Server 2008 HPC Edition\* and Windows Server 2008 HPC Edition without Hyper-V\*:**

Running Instances of the Server Software. You may run, at any one time, one instance of the server software in one physical operating system environment and one instance in one virtual operating system environment on the licensed server.

If you run both permitted instances at the same time, the instance of the server software running in the physical operating system environment may be used only to:

- run hardware virtualization software
- provide hardware virtualization services
- run software to manage and service operating system environments on the licensed server.

\*See other Exceptions and Additional Terms below.

**For Identity Lifecycle Manager 2007 -- Windows Live Edition:**

You may use the software to

- import identity data, and changes to those data, from one or more connected data sources, and
- facilitate the synchronization and transfer of those data,

between your connected data sources and the Microsoft Passport Network / Windows Live ID service (“Service”). You may not use the software for any other purpose. For example, you may not use the software to synchronize or

facilitate transfer of data from one of your connected data sources to another. Your use of the Service remains subject to any and all applicable terms of use and these rights do not change or supplement such terms.

**For Microsoft Services for NetWare 5.03:**

Running Instances of the Server Software. You may run any number of instances of the server software in physical or virtual operating system environments on any of your servers.

**For Office SharePoint Server 2007 for Internet sites:**

You may use the software only for Internet facing websites. All content, information, and applications must be accessible to non-employees.

**For Windows HPC Server 2008\*, Windows Server 2008 HPC Edition\* and Windows Server 2008 HPC Edition without Hyper-V\*:**

"HPC applications" are high performance computing applications. Clustered HPC applications solve complex computational problems or a set of closely related computational problems in parallel, typically using several servers as a group (or "cluster").

You may run the server software:

- i. For the primary purpose of running clustered HPC applications, and
- ii. In conjunction with other software only as necessary to permit security, storage, performance enhancement and systems management of any devices in the cluster when running the other software on a cluster node for the sole and dedicated purpose of supporting the clustered HPC applications.

You may not use the server software for any other purpose. For example, except as permitted in (ii) above, you may not use the server software as a general purpose server, database server, web server, e-mail server, print server, or file server.

\*See other Exceptions and Additional Terms below.

**For Windows HPC Server 2008, Windows Server 2008 HPC Edition, Windows Server 2008 HPC Edition without Hyper-V and Windows Web Server 2008 R2\*:**

**I) Notices**

- a) **Notice about the MPEG-4 Visual Standard.** This software includes MPEG-4 visual decoding technology. MPEG LA, L.L.C. requires this notice:

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.

If you have questions about the MPEG-4 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; <http://www.mpegla.com/index1.cfm>.

- b) **NOTICE ABOUT THE VC-1 VISUAL STANDARD.** This software may include VC-1 visual decoding technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE VC-1 PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (A) ENCODE VIDEO IN COMPLIANCE WITH THE VC-1 STANDARD ("VC-1 VIDEO") OR (B) DECODE VC-1 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE VC-1 VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE.

If you have questions about the VC-1 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; <http://www.mpegla.com>.

**II) Mandatory Activation.** Activation associates the use of the software with a specific device. During Multiple Activation Key (MAK) activation, the software will send information about the software and the device to Microsoft. During Key Management Service (KMS) host activation, the software will send information about the KMS host software and the host device to Microsoft. KMS client devices activated using KMS do not send information to Microsoft. However, they require periodic reactivation with your KMS host. The information sent to Microsoft during MAK or KMS host activation includes:

- i. the version, language and product key of the software
- ii. the Internet protocol address of the device
- iii. information derived from the hardware configuration of the device.

For more information, see <http://www.microsoft.com/piracy/mpa.aspx>. By using the software, you consent to the transmission of this information. Before you activate, you have the right to use the version of the software installed during the installation process. Your right to use the software after the time specified in the installation process is limited unless it is activated. This is to prevent its unlicensed use. You will not be able to continue using the software after that time if you do not activate it. If the device is connected to the Internet, the software may automatically connect to Microsoft for activation. You can also activate the software manually by Internet or telephone. If you do so, Internet and telephone service charges may apply. Some changes to your computer components or the software may require you to reactivate the software. The software will remind you to activate it until you do.

Microsoft may take any of these actions related to unauthorized use of MAK or KMS keys:

- i. prevent further activations
- ii. deactivate
- iii. otherwise block the key from activation or validation.

Key deactivation may require the customer to acquire a new key from Microsoft.

### **III) Validation.**

- a. The software will from time to time update or require download of the validation feature of the software. Validation verifies that the software has been activated and is properly licensed. Validation also permits you to use certain features of the software, or to obtain additional benefits. For more information, see <http://go.microsoft.com/fwlink/?linkid=39157>.
- b. During a validation check, the software will send information about the software and device to Microsoft. This information includes the version and product key of the software, and the Internet protocol address of the device. Microsoft does not use the information to identify or contact you. By using the software, you consent to the transmission of this information. For more information about validation and what is sent during a validation check, see <http://go.microsoft.com/fwlink/?linkid=96551>.
- c. If the software is not properly licensed, the functionality of the software may be affected. For example, you may:
  - i. need to reactivate the software, or
  - ii. receive reminders to obtain a properly licensed copy of the software, or you may not be able to
  - iii. connect to the Internet, or
  - iv. obtain certain updates or upgrades from Microsoft.

You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources, see <http://go.microsoft.com/fwlink/?linkid=96552>.

**IV) Potentially Unwanted Software.** If turned on, Windows Defender will search your computer for “spyware,” “adware” and other potentially unwanted software. If it finds potentially unwanted software, the software will ask you if you want to ignore, disable (quarantine) or remove it. Any potentially unwanted software rated “high”

or “severe” will automatically be removed after scanning unless you change the default setting. Removing or disabling potentially unwanted software may result in

- i. other software on your computer ceasing to work, or
- ii. your breaching a license to use other software on your computer.

By using this software, it is possible that you will also remove or disable software that is not potentially unwanted software.

**V) Data Storage Technology:** The server software includes data storage technology called Windows Internal Database. Components of the server software use this technology to store data. You may not otherwise use or access this technology under this agreement.

\*See other Exceptions and Additional Terms below.

**For Windows Web Server 2008 R2:**

#### **Limitation on Use.**

You may use the software for the development and deployment of Internet Web solutions. “Internet Web solutions” are publicly accessible and consist solely of the following:

- Web pages
- Web sites
- Web applications
- Web services
- POP3 mail serving

For clarity, access to content, information, and applications served by the software within an Internet Web solution is not limited to your or your affiliates’ employees.

You may use the software to run:

- Web server software (for example, Microsoft Internet Information Services), and management or security agents (for example, the System Center Operations Manager agent).
- database engine software (for example, Microsoft SQL Server) solely to support Internet Web solutions.
- the Domain Name System (DNS) service to provide resolution of Internet names to IP addresses as long as that is not the sole function of that instance of the software.

Any other usage of the software is not permitted.

### **C. License Mobility within Server Farms (applicable to products with <sup>LM</sup> in list preceding General License Terms).**

Despite anything to the contrary in your volume license agreement regarding which use rights apply to your use of the software, these use rights apply to your use of the software under all licenses you acquired for the software under that agreement. They do not apply to your use of software under licenses for prior versions of the software.

#### **Assigning Licenses and Using Software within a Server Farm.**

You may reassign licenses as provided in the General License Terms. Alternatively, you may reassign licenses as provided below.

##### Server farm.

A server farm consists of up to two data centers each physically located:

- in a time zone that is within four hours of the local time zone of the other (Coordinated Universal Time (UTC) and not DST), and/or
- within the European Union (EU) and/or European Free Trade Association (EFTA).

Each data center may be part of only one server farm. You may reassign a data center from one server farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

**Software License reassignment.**

- Within a server farm. You may reassign software licenses to any of your servers located within the same server farm as often as needed. The prohibition against short-term reassignment does not apply to software licenses assigned to servers located within the same server farm.
- Across server farms. You may reassign software licenses to any of your servers located in different server farms, but not on a short-term basis (i.e., not within 90 days of the last assignment).

## Microsoft Online Services

Licensing model: One or more of the following license types -- User or device subscription license, services subscription license or add-on subscription license

**This section covers the products listed below. It also applies to products we add under this licensing model in the Product List.**

- |   |   |
|---|---|
| <ol style="list-style-type: none"> <li>1. Bing Maps Standard and Professional Editions (formerly known as Virtual Earth)*</li> <li>2. Dynamics CRM Online*</li> <li>3. Exchange Online Deskless Worker and Standard Editions*</li> <li>4. Forefront Client Security*, LM</li> <li>5. Forefront Client Security with SQL Server 2005 Technology*, LM</li> <li>6. Forefront Online Protection for Exchange*</li> <li>7. Forefront Protection 2010 for Exchange Server*</li> <li>8. Forefront Security for Office Communications Server*</li> <li>9. Forefront Security for SharePoint*</li> <li>10. Forefront Server Security Management Console*, LM</li> <li>11. Forefront Threat Management Gateway Web Protection Service*</li> <li>12. Microsoft Exchange Hosted Archive*</li> <li>13. Microsoft Exchange Hosted Continuity*</li> <li>14. Microsoft Exchange Hosted Encryption*</li> </ol> | <ol style="list-style-type: none"> <li>15. Microsoft Learning Solutions eLearning Library*</li> <li>16. Microsoft Learning Solutions eReference Library*</li> <li>17. Microsoft Learning Solutions Technical eLearning Course Collection*</li> <li>18. Microsoft Learning Solutions IT Academy*</li> <li>19. Office Communications Online Standard Edition*</li> <li>20. Office Communications Server Public Instant Messaging Connectivity with America Online (AOL) Instant Messaging Service and Windows Live Messenger Service*</li> <li>21. Office Communications Server Public Instant Messaging Connectivity with Yahoo Instant Messaging service*</li> <li>22. Office Groove Enterprise Services*</li> <li>23. Office Live Meeting Standard and Professional Editions*</li> <li>24. SharePoint Online Deskless Worker and Standard Editions*</li> <li>25. Tellme Basic, Standard, and Premium Editions*</li> <li>26. Web Antimalware Subscription for Forefront Threat Management Gateway Medium Business Edition*</li> </ol> |
|---|---|

### **A. General License Terms. You may access and use the online service as described below.**

\* LM *Also refer to sections B and C, respectively.*

#### **I) Use Rights.**

##### **a) User Subscription Licenses (User SLs) and Device Subscription Licenses (Device SLs).**

- If an online service is listed in the table below, you must acquire and assign User SLs or Device SLs to your users and devices as described in the table. If both User and Device SLs are listed for the online service, you may acquire and assign either type to use the online service.
- A hardware partition or blade is considered to be a separate device.

Online Services That Require User or Device SLs		
Online Service	User/Device SL	Required For Each of Your...
Bing Maps Standard and Professional	<ul style="list-style-type: none"> <li>Bing Maps User SL</li> </ul>	Users authenticated by your programs that access the service or related software
Dynamics CRM Online	<ul style="list-style-type: none"> <li>Dynamics CRM User SL</li> <li>Dynamics CRM User SL for Software Assurance</li> </ul>	Users who access the online service or related software
Exchange Online Deskless Worker	<ul style="list-style-type: none"> <li>Exchange Online Deskless Worker User SL, or</li> <li>Business Productivity Online Deskless Worker Suite User SL</li> </ul>	Users who access the online service or related software
Exchange Online Standard	<ul style="list-style-type: none"> <li>Exchange Online Standard User SL, or</li> <li>Exchange Online Standard User SL for Software Assurance, or</li> <li>Business Productivity Online Standard Suite User SL, or</li> <li>Business Productivity Online Standard Suite User SL for Software Assurance</li> </ul>	Users who access the online service or related software
Forefront Client Security and Forefront Client Security with SQL Server 2005 Technology	<ul style="list-style-type: none"> <li>Forefront Client Security User SL or</li> <li>Enterprise CAL Suite (User)<sup>1</sup>, or</li> <li>Forefront Protection Suite (User)</li> </ul>	Users who access data processed by the online service or related software
	<ul style="list-style-type: none"> <li>Forefront Client Security Device SL or</li> <li>Enterprise CAL Suite (Device)<sup>1</sup>, or</li> <li>Forefront Protection Suite (Device)</li> </ul>	Devices that access data processed by the online service or related software
Forefront Online Protection for Exchange	<ul style="list-style-type: none"> <li>Forefront Online Protection for Exchange User SL, or</li> <li>Enterprise CAL Suite (User)<sup>1</sup>, or</li> <li>Exchange Server 2010 Enterprise CAL (User)<sup>1</sup>, or</li> <li>Forefront Protection Suite (User)</li> </ul>	Users whose subscriber data <sup>2</sup> is processed by the online service or related software
	<ul style="list-style-type: none"> <li>Forefront Online Protection for Exchange Device SL, or</li> <li>Enterprise CAL Suite (Device)<sup>1</sup>, or</li> <li>Exchange Server 2010 Enterprise CAL (Device)<sup>1</sup>, or</li> <li>Forefront Protection Suite (Device)</li> </ul>	Devices that access subscriber data <sup>2</sup> processed by the online service or related software
Forefront Protection 2010 for Exchange Server	<ul style="list-style-type: none"> <li>Forefront Protection 2010 for Exchange Server User SL, or</li> <li>Enterprise CAL Suite (User)<sup>1</sup>, or</li> <li>Exchange Server 2010 Enterprise CAL (User)<sup>1</sup>, or</li> <li>Forefront Protection Suite (User)</li> </ul>	Users whose email is processed by the online service or related software

Online Services That Require User or Device SLs		
Online Service	User/Device SL	Required For Each of Your...
	<ul style="list-style-type: none"> <li>• Forefront Protection 2010 for Exchange Server Device SL, or</li> <li>• Enterprise CAL Suite (Device)<sup>1</sup>, or</li> <li>• Exchange Server 2010 Enterprise CAL (Device)<sup>1</sup>, or</li> <li>• Forefront Protection Suite (Device)</li> </ul>	Devices that access email processed by the online service or related software
Forefront Security for Office Communications Server	<ul style="list-style-type: none"> <li>• Forefront Security for Office Communications Server User SL, or</li> <li>• Enterprise CAL suite (User)<sup>1</sup>, or</li> <li>• Forefront Protection Suite (User)</li> </ul>	Users whose instant messages are processed by the online service or related software
	<ul style="list-style-type: none"> <li>• Forefront Security for Office Communications Server Device SL, or</li> <li>• Enterprise CAL Suite (Device)<sup>1</sup>, or</li> <li>• Forefront Protection Suite (Device)</li> </ul>	Devices that access instant messages that are processed by the online service or related software
Forefront Security for SharePoint	<ul style="list-style-type: none"> <li>• Forefront Security for SharePoint User SL, or</li> <li>• Enterprise CAL Suite (User)<sup>1</sup>, or</li> <li>• Forefront Protection Suite (User)</li> </ul>	Users who access data on SharePoint sites processed by the online service or related software
	<ul style="list-style-type: none"> <li>• Forefront Security for SharePoint Device SL or</li> <li>• Enterprise CAL Suite (Device)<sup>1</sup>, or</li> <li>• Forefront Protection Suite (Device)</li> </ul>	Devices that access data on SharePoint sites processed by the online service or related software
Forefront Threat Management Gateway Web Protection Service	<ul style="list-style-type: none"> <li>• Forefront Threat Management Gateway Web Protection Service User SL, or</li> <li>• Enterprise CAL Suite (User)<sup>1</sup>, or</li> <li>• Forefront Protection Suite (User)</li> </ul>	Users who access data processed by the online service or related software. However, you do not need USLs for external users <sup>3</sup> whose data is processed by the online service or related software
	<ul style="list-style-type: none"> <li>• Forefront Threat Management Gateway Web Protection Service Device SL</li> <li>• Enterprise CAL Suite (Device)<sup>1</sup>, or</li> <li>• Forefront Protection Suite (Device)</li> </ul>	Devices that access data processed by the online service or related software. However, you do not need DSLs for devices used by external users <sup>3</sup> whose data is processed by the online service or related software
Microsoft Exchange Hosted Archive	<ul style="list-style-type: none"> <li>• Microsoft Exchange Hosted Archive User SL</li> </ul>	Users whose subscriber data <sup>2</sup> is processed and stored by the online service or related software
Microsoft Exchange Hosted Continuity	<ul style="list-style-type: none"> <li>• Microsoft Exchange Hosted Continuity User SL</li> </ul>	Users whose subscriber data <sup>2</sup> is processed and stored by the online service or related software
Microsoft Exchange Hosted Encryption	<ul style="list-style-type: none"> <li>• Microsoft Exchange Hosted Encryption User SL</li> </ul>	Users whose subscriber data <sup>2</sup> is processed by the online service or related software
Microsoft Learning Solutions eLearning Library	<ul style="list-style-type: none"> <li>• Microsoft Learning Solutions eLearning Library User SL</li> </ul>	Users who access the online service or related software
Microsoft Learning	<ul style="list-style-type: none"> <li>• Microsoft Learning Solutions</li> </ul>	Users who access the online

Online Services That Require User or Device SLs		
Online Service	User/Device SL	Required For Each of Your...
Solutions eReference Library	eReference Library User SL	service or related software
Office Communications Server Public Instant Messaging Connectivity with America Online (AOL) Instant Messaging Service and Windows Live Messenger Service	<ul style="list-style-type: none"> <li>Office Communications Server Public Instant Messaging Connectivity User SL; or</li> <li>Office Communications Server 2007 R2 Standard CAL</li> </ul>	Users who access the AOL and/or Windows Live instant messaging service providers through the online service or related software
Office Communications Server Public Instant Messaging Connectivity with Yahoo Instant Messaging service	<ul style="list-style-type: none"> <li>Office Communications Server Public Instant Messaging Connectivity User SL</li> </ul>	Users who access the Yahoo instant messaging service providers through the online service or related software
Office Communications Online Standard	<ul style="list-style-type: none"> <li>Office Communications Online Standard USL, or</li> <li>Office Communications Online Standard USL for Software Assurance, or</li> <li>Business Productivity Online Standard Suite User SL, or</li> <li>Business Productivity Online Standard Suite User SL for Software Assurance</li> </ul>	Users who access the online service or related software
Office Groove Enterprise Services	<ul style="list-style-type: none"> <li>Office Groove Enterprise Services User SL</li> </ul>	Users that synchronize files and documents through the online service or related software
	<ul style="list-style-type: none"> <li>Office Groove Enterprise Services Device SL</li> </ul>	Devices that synchronize files and documents through the online service or related software
Office Live Meeting Standard	<ul style="list-style-type: none"> <li>Office Live Meeting Standard User SL, or</li> <li>Office Live Meeting Standard User SL for Software Assurance, or</li> <li>Office Live Meeting Professional User SL, or</li> <li>Business Productivity Online Standard Suite User SL, or</li> <li>Business Productivity Online Standard Suite User SL for Software Assurance</li> </ul>	Users who access the online service. However, you do not need USLs for external users <sup>3</sup> who access the online service for purposes other than scheduling or conducting a web conference or receiving Easy Assist
Office Live Meeting Professional	<ul style="list-style-type: none"> <li>Office Live Meeting Professional User SL, or</li> <li>Office Live Meeting Standard User SL</li> </ul>	Users who access the online service. However, you do not need USLs for external users <sup>3</sup> who access the online service for purposes other than scheduling or conducting a web conference or receiving Easy Assist
SharePoint Online Deskless Worker	<ul style="list-style-type: none"> <li>SharePoint Online Deskless Worker User SL, or</li> <li>Business Productivity Online Deskless Worker Suite User SL</li> </ul>	Users who access the online service or related software

Online Services That Require User or Device SLs		
Online Service	User/Device SL	Required For Each of Your...
SharePoint Online Standard	<ul style="list-style-type: none"> <li>SharePoint Online Standard User SL, or</li> <li>Office SharePoint Online Standard User SL for Software Assurance, or</li> <li>Business Productivity Online Standard Suite User SL, or</li> <li>Business Productivity Online Standard Suite User SL for Software Assurance</li> </ul>	Users who access the online service or related software
Web Antimalware Subscription for Forefront Threat Management Gateway Medium Business Edition	<ul style="list-style-type: none"> <li>Web Antimalware Subscription for Forefront Threat Management Gateway Medium Business Edition User SL</li> </ul>	Users who access data processed by the online service or related software. However, you do not need USLs for external users <sup>3</sup> whose data is processed by the online service or related software
	<ul style="list-style-type: none"> <li>Web Antimalware Subscription for Forefront Threat Management Gateway Medium Business Edition Device SL</li> </ul>	Devices that access data processed by the online service or related software. However, you do not need DSLs for devices used by external users <sup>3</sup> whose data is processed by the online service or related software

<sup>1</sup> With active Software Assurance coverage.

<sup>2</sup> Defined below.

<sup>3</sup> "External users" means users that are not either (i) your or your affiliates' employees, or (ii) your or your affiliates' onsite contractors or agents.

- Reassignment of User and Device SLs.** You may:
  - permanently reassign a User SL from one user to another or your Device SL from one device to another; or
  - temporarily reassign a User SL to a temporary worker while the first user is absent or your Device SL to a loaner device while the first device is out of service.

**b) Services Subscription Licenses (Services SLs).** If an online service is listed in the table below, you must acquire and assign Services SLs for that online service as described in the table.

Online Services That Require Services SLs		
Online Service	Services SL	Number Required
Bing Maps Standard	<ul style="list-style-type: none"> <li>Bing Maps Standard Services SL</li> </ul>	One per enrollment or Open Value agreement
Bing Maps Professional	<ul style="list-style-type: none"> <li>Bing Maps Professional Services SL</li> </ul>	One per enrollment or Open Value Agreement
Forefront Client Security	<ul style="list-style-type: none"> <li>Forefront Client Security Services SL</li> </ul>	One for each server running the Forefront Client Security Management Console
Forefront Client Security with SQL Server 2005 Technology	<ul style="list-style-type: none"> <li>Forefront Client Security Services SL</li> </ul>	One for each server running the Forefront Client Security Management Console
Forefront Server Security Management Console	<ul style="list-style-type: none"> <li>Forefront Server Security Management Console</li> </ul>	One for each server running the Forefront Server Security

Online Services That Require Services SLs		
Online Service	Services SL	Number Required
	Services SL	Management Console
Microsoft Learning Solutions IT Academy	<ul style="list-style-type: none"> <li>Microsoft Learning Solutions IT Academy Services SL</li> </ul>	One appropriate Services SL per institution* based upon the number of full time students
Microsoft Learning Solutions Technical eLearning Course Collection	<ul style="list-style-type: none"> <li>Microsoft Learning Solutions Technical eLearning Course Collection SL</li> </ul>	The equivalent of one per user for one course per month
Tellme Basic	<ul style="list-style-type: none"> <li>Tellme Basic Services SL</li> </ul>	One per enrollment or Open Value Agreement
Tellme Standard	<ul style="list-style-type: none"> <li>Tellme Standard Services SL</li> </ul>	One per enrollment or Open Value Agreement
Tellme Premium	<ul style="list-style-type: none"> <li>Tellme Premium Services SL</li> </ul>	One per enrollment or Open Value Agreement

*\*The term "institution" has the meaning given to it in your Campus Agreement or School Agreement.*

- c) **Add-on Subscription Licenses (Add-on SLs).** If an online service is listed in the table below, you may acquire Add-on SLs and use that online service as described in the table.

Online Services That Offer Add-on SLs		
Online Service	Add-on SL	When Required...
Bing Maps Standard or Professional	<ul style="list-style-type: none"> <li>Billable Transactions Add-on SL<sup>1</sup></li> </ul>	For unauthenticated users to access the online service through your programs, based on the number of billable transactions per month
Dynamics CRM Online	<ul style="list-style-type: none"> <li>Dynamics CRM Online Add on Extra Storage</li> </ul>	For each one gigabyte of storage in excess of storage provided with User SLs
Exchange Online Standard	<ul style="list-style-type: none"> <li>Exchange Online Extra Storage Add-on SL</li> </ul>	For each one gigabyte of storage in excess of storage provided with User SLs
Forefront Protection 2010 for Exchange Server	<ul style="list-style-type: none"> <li>Forefront Protection 2010 for Exchange Server External Connector Add on SL</li> </ul>	One for each server running the online service or related software
Forefront Security for Office Communications Server	<ul style="list-style-type: none"> <li>Forefront Security for Office Communications Server External Connector Add-on SL</li> </ul>	One for each server running the online service or related software
Forefront Security for SharePoint	<ul style="list-style-type: none"> <li>Forefront Security for SharePoint for Internet Sites Add-on SL</li> </ul>	One for each server running the online service or related software
SharePoint Online Standard	<ul style="list-style-type: none"> <li>SharePoint Online Extra Storage Add-on SL</li> </ul>	For each one gigabyte of storage in excess of storage provided with User SLs

Online Services That Offer Add-on SLs		
Online Service	Add-on SL	When Required...
Tellme	<ul style="list-style-type: none"> <li>Tellme Minutes Add-on SL<sup>1</sup></li> </ul>	For unauthenticated users to access the online service through your programs, for any number of minutes per month, provided the following condition is met. Minutes consumed exceeding the number of base minutes you are entitled to under the Add-on SLs for any period are "overtime minutes." Overtime minutes must be acquired for each period within 15 days of the enrollment (or Open Value agreement) anniversary. The first "period" starts as of the date the corresponding Services Subscription License is acquired and ends on the enrollment (or Open Value agreement) anniversary date. Subsequent "periods" start on the first day following the preceding period, and end on the enrollment (or Open Value agreement) anniversary date.

<sup>1</sup> Add-On SLs are for a specified number of base units (e.g., sessions, minutes or transactions).

## II) Additional Terms.

- a) **Different Terms for Online Services.** Certain terms in your volume license agreement do not apply to the online service, including the commitment to use rights. You also do not have perpetual rights to use the online service. The differences are as follows.
- **License Terms Updates.** We may update these license terms from time to time. If we do, your use of the online service under any existing license during the first 12 months of your subscription license term will be governed by these license terms without those updates. Despite this commitment on use rights, if we are required by law to change the license terms, those new terms will apply immediately. We will endeavor to notify you of updates at least 30 days before they are generally effective. You agree to the new terms by using the online service after we publish them in these License Agreement/Product Use Rights or send you an email notice about the updates.
  - **Online Service Updates.** We may modify the functionality or features or release a new version of the online service from time to time. After an update, some functionality or features may not be available. If we update the online service and you do not use the updated online service, some features may not be available to you and your use of the online service may be interrupted.
  - **Online Service Suspension.** We may suspend the online service if:
    - we believe that your use of the online service represents a direct or indirect threat to our network function or integrity or anyone else's use of the online service;
    - we believe you violated your volume license agreement, including these License Agreement/Product Use Rights;
    - your use exceeds any quotas specified in the documentation for that online service; or
    - if we are otherwise required by law to do so.
- b) **Online Service Expiration or Termination.** Upon expiration or termination of your online service subscription, you must contact Microsoft and tell us whether to:

- (1) disable your account and then delete your subscriber data; or
  - (2) retain your subscriber data in a limited function account for at least 90 days after expiration or termination of your subscription (the "retention period") so that you may extract the data.
    - o If you indicate (1), you will not be able to extract your subscriber data from your account. If you indicate (2), you will be responsible for any applicable costs, to the extent permitted by 31 U.S.C § 1341 (Anti-Deficiency Act) and other applicable Federal law or similar state law. If you do not indicate (1) or (2), we will retain your subscriber data in accordance with (2).
    - o Following the expiration of the retention period, we will disable your account and then delete your subscriber data.
  - **No Liability for Deletion of Subscriber Data.** You agree that, other than as described in these terms, we have no obligation to continue to hold, export or return your subscriber data. You agree that we have no liability whatsoever for deletion of your subscriber data pursuant to these terms.
- c) **Responsibility for Your Accounts.** You are responsible for your passwords, if any, and all activity with your online service accounts including that of users you provision and dealings with third parties that take place through your account or associated accounts. You must keep your accounts and passwords confidential. You must tell us right away about any possible misuse of your accounts or any security incident related to the online service.
- d) **Use of Software with the Online Service.** You may need to install certain Microsoft software in order to sign into and use the online service. If so, the following terms apply:
- **Microsoft Software License Terms.** You may install and use the software on your devices only for use with the online service. Your right to use the software ends when your right to use the online service terminates or expires, or when we update the online service and it no longer supports the software, whichever comes first. You must uninstall the software when your right to use it ends. We may also disable it at that time.
  - **Automatic Updates for Microsoft Software.** From time to time, we may check your version of the software and recommend or download updates to your devices. You may not receive notice when we download the update.
- e) **Use of Other Web Sites and Services.** You may need to use certain Microsoft web sites or services to access and use the online services. If so, the terms of use associated with those web sites or services, as applicable, apply to your use of them.
- f) **Third Party Content and Services.** We are not responsible for any third party content you access directly or indirectly via the online service. You are responsible for your dealings with any third party (including advertisers) related to the online service (including the delivery of and payment for goods and services).
- g) **Your Subscriber Data.** You may be able to submit subscriber data for use in connection with the online service. "Subscriber data" are all data, sound, or image files and software applications that are processed or accessed by the online service. Except for materials we license to you we do not claim ownership of subscriber data you submit for use with the online service. When you submit subscriber data for use with any online service that enables communication or collaboration with third parties, you acknowledge that those third parties may then be able to:
- Use, copy, distribute, display, publish, and modify your subscriber data;
  - Publish your name in connection with the subscriber data; and
  - Facilitate others' ability to do the same.
- Some online services may offer functionality that restricts third parties' ability to do so. It is your responsibility to make use of that functionality as appropriate for your intended use of your subscriber data.
- h) **Privacy.** Personal data collected through the online service may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. This includes any personal data you collect using the service. By using this online service, you consent to transfer of personal data outside of your country. You also agree to obtain sufficient authorization from persons providing personal data to you, to:
- transfer that data to Microsoft and its agents, and
  - permit its transfer, storage and processing.

See the online service's privacy statement for more information about how we may collect and use your information:

Online Service	Privacy Statement
Bing Maps	<a href="http://privacy.microsoft.com/en-us/search.msp#EJB">http://privacy.microsoft.com/en-us/search.msp#EJB</a>
Dynamics CRM Online	<a href="http://go.microsoft.com/fwlink/?LinkId=156071">http://go.microsoft.com/fwlink/?LinkId=156071</a>
Exchange Online Deskless Worker Exchange Online Standard Office Communications Online Standard SharePoint Online Deskless Worker SharePoint Online Standard	<a href="http://go.microsoft.com/fwlink/?LinkId=104970">http://go.microsoft.com/fwlink/?LinkId=104970</a>
Forefront Client Security	<a href="http://go.microsoft.com/fwlink/?LinkId=87415">http://go.microsoft.com/fwlink/?LinkId=87415</a>
Forefront Protection 2010 for Exchange Server Forefront Security for Office Communications Server Forefront Security for Sharepoint Forefront Server Security Management Console Forefront Threat Management Gateway Web Protection Service	<a href="http://go.microsoft.com/fwlink/?LinkId=91255">http://go.microsoft.com/fwlink/?LinkId=91255</a>
Groove Enterprise Services	<a href="http://www.office.microsoft.com/en-us/products/FX101153391033.aspx">http://www.office.microsoft.com/en-us/products/FX101153391033.aspx</a>
Microsoft Learning Solutions	See the privacy statement links on the web pages.
Microsoft Exchange Hosted Archive, Continuity, Encryption, and Forefront Online Protection for Exchange	<a href="http://go.microsoft.com/fwlink/?LinkId=101332">http://go.microsoft.com/fwlink/?LinkId=101332</a>
Office Communications Server Public Instant Messaging Connectivity	<a href="http://go.microsoft.com/fwlink/?LinkId=102301&amp;clcid=0x409">http://go.microsoft.com/fwlink/?LinkId=102301&amp;clcid=0x409</a>
Office Live Meeting	<a href="http://go.microsoft.com/fwlink/?LinkId=90654">http://go.microsoft.com/fwlink/?LinkId=90654</a>
Web Antimalware Subscription for Forefront Threat Management Gateway Medium Business Edition	<a href="http://go.microsoft.com/fwlink/?LinkId=116592">http://go.microsoft.com/fwlink/?LinkId=116592</a>

**Our Use of Subscriber Data.** We will not monitor your use of the online service, nor will we track, view, censor, edit, remove or disclose your subscriber data that are processed or accessed by the online service except to:

- (1) provide, operate, and improve this and other Microsoft products and services;
- (2) satisfy legal requirements, comply with law or respond to lawful requests or legal process;

- (3) protect the rights or property of Microsoft or others, including the enforcement of our agreements or policies governing use of the online service; or
- (4) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of Microsoft employees, customers or the public.

i) **Security of Subscriber Data.** We will implement reasonable and appropriate technical and organizational measures, as described in the security overview applicable to the online service to help secure your subscriber data processed or accessed by the online service against accidental or unlawful loss, access, or disclosure. You agree that these measures are:

- our only responsibility with respect to the security and handling of subscriber data; and
- in place of any confidentiality obligation contained in your volume license agreement or any other non-disclosure or confidentiality agreement.

See the table below for information on where to find the security overview for the online service.

Online Service	Security Overview
Dynamics CRM Online	<a href="https://signin.crm.dynamics.com/portal/security.htm">https://signin.crm.dynamics.com/portal/security.htm</a>
Exchange Online Deskless Worker Exchange Online Standard SharePoint Online Deskless Worker Office Communications Online Standard SharePoint Online Standard Office Live Meeting Standard Office Live Meeting Professional	<a href="http://go.microsoft.com/fwlink/?LinkID=149494">http://go.microsoft.com/fwlink/?LinkID=149494</a>
Exchange Hosted Archive Exchange Hosted Continuity Forefront Online Protection for Exchange	<a href="http://go.microsoft.com/fwlink/?LinkId=137325">http://go.microsoft.com/fwlink/?LinkId=137325</a>

j) **Scope of Use (Code of Conduct).** You may not:

- use the online service in a way that is prohibited by any law, regulation or governmental order or decree in any relevant jurisdiction, or that violates others' legal rights;
- use the online service in a way that could harm it or impair anyone else's use of it;
- use the online service to try to gain unauthorized access to any service, data, account or network by any means;
- falsify any protocol or email header information (e.g., "spoofing");
- use the online service to send "spam" (i.e., unsolicited bulk or commercial messages) or otherwise make available any offering designed to violate these terms (e.g., denial of service attacks, etc.);
- remove, modify, or tamper with any regulatory or legal notice or link that is incorporated into the online service.

k) **Regulatory.** We may modify or terminate the online service in any country where there is any current or future government requirement or obligation that subjects Microsoft to any regulation or requirement not

generally applicable to businesses operating there, presents a hardship for Microsoft to continue operating the online service without modification, and/or causes Microsoft to believe these terms or the online service may be in conflict with any such requirement or obligation. For example, we may modify or terminate the online service in connection with a government requirement that causes Microsoft to be regulated as a telecommunications provider.

- l) **Use for Evaluation Purposes.** Except as permitted in the Exceptions and Additional Terms for Particular Products section, you must acquire licenses to use the online service for evaluation purposes. This applies despite anything to the contrary in your volume license agreement.
- m) **Electronic Notices.** We may provide you with information about the online service in electronic form. It may be via email to the address you provide when you sign up for the online service, or through a web site that we identify. Notice via email is given as of the transmission date. As long as you use the online service, you have the software and hardware needed to receive these notices. You may not use the online service if you do not agree to receive these electronic notices.
- n) **Limited Warranty.** Despite terms to the contrary in your volume license agreement, if any, the limited warranty does not apply to downtime or other interruption in access to online service or any other performance metrics that are addressed in the Service Level Agreement for the online service.
- o) **Service Level Agreements (SLAs).** Some Online Services may include performance related SLAs. See the links provided below for more information:

Dynamics CRM Online	<a href="https://signin.crm.dynamics.com/portal/sla.htm">https://signin.crm.dynamics.com/portal/sla.htm</a>
Exchange Online	<a href="http://go.microsoft.com/fwlink/?LinkID=127034">http://go.microsoft.com/fwlink/?LinkID=127034</a>
Forefront Online Protection for Exchange	<a href="http://go.microsoft.com/fwlink/?LinkID=133205">http://go.microsoft.com/fwlink/?LinkID=133205</a>
Microsoft Exchange Hosted Archive	<a href="http://go.microsoft.com/fwlink/?LinkId=157373">http://go.microsoft.com/fwlink/?LinkId=157373</a>
Office Live Meeting	<a href="http://go.microsoft.com/fwlink/?LinkID=127033">http://go.microsoft.com/fwlink/?LinkID=127033</a>
SharePoint Online	<a href="http://go.microsoft.com/fwlink/?LinkID=127035">http://go.microsoft.com/fwlink/?LinkID=127035</a>
Office Communications Online	<a href="http://go.microsoft.com/fwlink/?LinkId=140815">http://go.microsoft.com/fwlink/?LinkId=140815</a>

## **B. Exceptions and Additional Terms for Particular Products.**

### **For Bing Maps (includes MapPoint Web Service):**

The online service, Bing Maps Platform, includes the Bing Maps AJAX Control, Bing Maps Web Services and the MapPoint Web Service. Your applications may access and use the online service as described in the Bing Maps Platform SDKs. You can find the SDKs at <http://msdn2.microsoft.com/en-us/virtualearth/default.aspx>.

#### Use of Content.

You may access and use the service and any functionality or content it provides if you:

- use only methods and means of access that are documented in the SDKs;
- implement and use the GetClientToken mechanism (or successor mechanism) as provided in the Bing Maps Platform.
- Include the logos or copyright notice in the service generated content. You may not change any logos or copyright or other notices when they are included in the service generated content by Microsoft. You must add the logos and copyright notices to the service generated content, as provided by Microsoft, when they are not displayed by Microsoft in the content.

You may not:

- authorize any third party to access or use the online service on your behalf;

- use the online service to provide guidance based on the position or routing of multiple objects tracked using GPS or other sensor-generated methods;
- present or alert an end user to individual maneuvers of a route in any way that is synchronized with the end-user's sensor-based position along the route;
- use the online service to track the location or movement of vehicles;
- to integrate any portion of the Bings Map Platform with any mapping platform other than the MapPoint Web Service as the primary road mapping source;
- copy, store, archive, or create a database of any content available in the online service.

The following additional terms apply to your use of Bird's eye aerial imagery.

- You may not reveal these or other metadata:
  - exact latitude
  - exact longitude
  - exact altitude.
- You may not permit use by any government agency or other public sector entity.
- If you license the Bing Maps Platform Standard version, you may not:
  - save, download, print, distribute, transmit or manipulate the Bird's eye imagery.
  - through your applications, offer others that ability.

The following additional terms apply to your use of road traffic data.

Road traffic data may only be used on Internet-based web pages (or WAP or substantially similar wireless protocol-based pages, excluding messaging protocols such as email, SMS, MMS or other plain text or rich text messaging). Your use of that data is subject to the following limitations:

- Road Traffic Data may only be used in combination with the service and not separately. You may not deconstruct or mix and match the road traffic data with traffic data from another supplier or associate or add any traffic data to or in combination with the road traffic data.
- You may only make available the road traffic data for free, and only for the personal use of end users.
- Road traffic data may not be licensed to or used by any of the following:
  - radio or television stations,
  - newspaper services,
  - websites owned by radio or television stations or newspaper services.
- Road traffic data may not be licensed to or used by government-sponsored traveler information services such as
  - 511 services,
  - consumer websites, or
  - variable message signs on roads.
- Road traffic data may not be licensed or used for the following purposes:
  - television or radio broadcast,
  - as part of or along with weather related services,
  - animation, or
  - storing or providing continuous updated traffic data or alerts to end users.
- Road traffic data may not be licensed or used to develop a standalone (traffic only) traffic application.

**Staging Environment.** You may access and use up to 30,000 transactions per month total in the MapPoint Web Service and Bing Maps AJAX Control staging environment to develop, test and perform maintenance on your programs that use the online service. You may only stress test the online service with Microsoft's prior written approval. All use must comply with Microsoft's customer identification requirements. These are set forth in the relevant SDK. End User Terms of Use and Privacy Statement. The terms of use located at <http://go.microsoft.com/fwlink/?LinkId=21969> and the privacy notice at <http://privacy.microsoft.com/en-us/maps.aspx> apply to end users of the service through your application. In each application that uses the Service, you must provide a link to <http://go.microsoft.com/fwlink/?LinkId=21969>, that is labeled "Microsoft Terms of Use" and <http://privacy.microsoft.com/en-us/maps.aspx>, that is labeled "Microsoft Privacy Statement." The links must be displayed on the same page as the service content, or in the application's end user terms of use.

**For Dynamics CRM Online**

Data. You are responsible for maintaining and backing-up any data that you use with the online service. We shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any data that you use with the online service. Upon termination or cancellation of the online service by you or us for any reason, we may delete your data permanently from our servers.

**For Forefront Client Security, Forefront Protection 2010 for Exchange Server, Forefront Security for Office Communications Server, Forefront Security for SharePoint, Forefront Threat Management Gateway Web Protection Service, and Web Antimalware Subscription for Forefront Threat Management Gateway Medium Business Edition:**

Use in a Dedicated Training Facility. You must acquire User SLs, Device SLs and Add-on SLs as described above to use the online service and software that comes with the online service in a dedicated training facility, despite anything to the contrary in your volume license agreement.

Use Under Renewals. To prevent its unlicensed use, certain features of the online service may be disabled upon the third anniversary of the date on which you first use the online service. If you renew your right to use the online service, we will provide you with the means to extend that date.

Substitution of Scan Engines. We may substitute comparable software and files for the online service's

- anti-virus and anti-spam software; and
- signature files and content filtering data files.

**For Forefront Client Security and Forefront Client Security with SQL Server 2005 Technology:**

License terms for Microsoft Operations Manager (MOM) 2005 Technology. The software includes MOM 2005 Technology. Except as expressly provided for additional MOM software below, you may run, at any one time, one instance of that technology in one physical or virtual operating system environment on one server. You may use the MOM 2005 Technology solely to support your use of the software and online service. You do not need MOM management licenses for that use. You may create and store any number of instances of MOM 2005 Technology on any of your servers or storage media solely to exercise your right to run an instance of that technology as described here.

License Terms of Microsoft SQL Server 2005 Technology. These license terms apply if your edition of the software includes SQL Server 2005 Technology. Except as expressly provided for additional SQL Server software below, you may run, at any one time, one instance of that technology in one physical or virtual operating system environment on one server. You may use the SQL Server 2005 Technology solely to support your use of the software and online service. You do not need SQL Server client access licenses for that use. You may create and store any number of instances of SQL Server 2005 Technology on any of your servers or storage media solely to exercise your right to run an instance of that technology as described here. You also may run one passive fail-over instance in a separate operating system environment for temporary support. You may run that instance on a server other than the licensed server.

Running Instances of Additional Software. You may run or otherwise use any number of instances of the additional software listed in the table below in physical or virtual operating system environments on any number of devices. You may use this additional software only with the software and online service directly or indirectly through other additional software.

List of Additional Software	
<ul style="list-style-type: none"><li>• MOM Reporting Services</li><li>• MOM User Interface</li><li>• MOM Web Console</li><li>• MOM Agent &amp; Helper Binaries</li></ul>	<ul style="list-style-type: none"><li>• SQL Server Management Tools</li><li>• SQL Server Notification Services Client Components</li><li>• SQL Server Reporting Services Report Manager</li></ul>

List of Additional Software	
<ul style="list-style-type: none"> <li>• SQL Server Analysis Services Shared Tools</li> <li>• SQL Server Business Intelligence Development Studio</li> <li>• SQL Server 2005 Books Online</li> <li>• SQL Server Connectivity Components</li> <li>• SQL Server Legacy Components</li> </ul>	<ul style="list-style-type: none"> <li>• SQL Server Reporting Services Shared Tools</li> <li>• SQL Server 2005 Shared Tools</li> <li>• SQL Server Software Development Kit</li> <li>• SQLXML Client Features</li> <li>• SQL Server Mobile Server</li> </ul>

Server Protection. For servers accessed only by licensed users, device licenses are not required.

**For Forefront Online Protection for Exchange, Microsoft Exchange Hosted Archive\*, Microsoft Exchange Hosted Continuity\*, and Microsoft Exchange Hosted Encryption:**

License Terms Updates. Except as follows, during the current term of your applicable enrollment or Open License Value Agreement, the license terms in effect on the date on which you first acquire the online service apply to your use of the online service. We may update the scope of use terms any time. You agree to the new scope of use terms by using the online service after we publish them in these License Agreement/Product Use Rights or send you an email about the updates.

Use for Evaluation Purposes. For Forefront Online Security for Exchange, you may use the online service for a 30-day evaluation period.

\*See other Exceptions and Additional Terms below.

**For Dynamics CRM Online, Exchange Online, Office Live Meeting\*, Office Communications Online, and SharePoint Online\*:**

USLs for Software Assurance. USLs for Software Assurance may be acquired and assigned to users either

- who have also been assigned a qualifying CAL with active Software Assurance coverage or
- who use a device to which a qualifying Device CAL with active Software Assurance coverage has been assigned.

You may not assign USLs for Software Assurance to more than one user at a time for any given qualifying device CAL. You must maintain active Software Assurance coverage on your qualifying CALs during the term of your USL for Software Assurance. Your right to access the online service or related software under a USL for Software Assurance expires on the earlier of

- the lapse of Software Assurance coverage on your qualifying CAL or
- expiration of your USL for Software Assurance.

A USL for Software Assurance corresponding to a user CAL only may be (and must be) reassigned to another user, when and as the qualifying user CAL is reassigned. A USL for Software Assurance corresponding to a device CAL may be reassigned to another user only when that new user uses a device that is assigned a qualifying device CAL with active Software Assurance coverage.

USLs available for Software Assurance customers and their qualifying CALs are listed in the table below

USL for Software Assurance	Qualifying CAL
Business Productivity Online Standard Suite USL (for Core CAL Suite)	<ul style="list-style-type: none"> <li>• Core CAL Suite</li> </ul>
Business Productivity Online Standard Suite USL (for Enterprise CAL Suite)	<ul style="list-style-type: none"> <li>• Enterprise CAL Suite</li> </ul>

USL for Software Assurance	Qualifying CAL
Dynamics CRM Online USL	<ul style="list-style-type: none"> <li>• Dynamics CRM 4.0 Full Use Additive CAL</li> </ul>
Exchange Online Standard USL	<ul style="list-style-type: none"> <li>• Exchange Server 2010 Standard CAL, or</li> <li>• Core CAL Suite, or</li> <li>• Enterprise CAL Suite</li> </ul>
Office Communications Online Standard USL	<ul style="list-style-type: none"> <li>• Office Communications Server 2007 R2 Standard CAL, or</li> <li>• Enterprise CAL Suite</li> </ul>
Office Live Meeting Standard or Professional USL	<ul style="list-style-type: none"> <li>• Office Communications Server 2007 R2 Enterprise CAL, or</li> <li>• Enterprise CAL Suite</li> </ul>
SharePoint Online Standard USL	<ul style="list-style-type: none"> <li>• SharePoint Server 2010 Standard CAL, or</li> <li>• Core CAL Suite, or</li> <li>• Enterprise CAL Suite</li> </ul>

Use for Evaluation Purposes. You may use the online service for a 30 day evaluation period. You agree that we have no obligation to hold, export or return your subscriber data if you do not acquire licenses to use the online service upon the expiration of the evaluation period. You agree that we have no liability whatsoever for deletion of your subscriber data pursuant to the foregoing terms.

\*See other Exceptions and Additional Terms below.

**For Microsoft Exchange Hosted Continuity:**

Subscriber Data Upon Online Service Expiration or Termination. Any subscriber data held when your right to use the online service expires or terminates will not be accessible by you or returned to you. The data will be deleted in accordance with the normal 30 day retention schedule.

**For Microsoft Learning Solutions eLearning Library\*, Microsoft Learning Solutions eReference Library\*, Microsoft Learning Solutions eLearning Course Collection, Microsoft Learning Solutions IT Academy and Microsoft Learning Solutions MCP Services:**

Documentation. Any person that has valid access to your computer or internal network may copy and use the documentation for your internal reference purposes. Documentation does not include electronic books.

Distributable Code. You may use Distributable Code as described in the Universal License Terms.

\*See other Exceptions and Additional Terms below.

**For Microsoft Learning Solutions E-Learning Library, E-Reference Library and IT Academy:**

Reassignment Rights. User SLs may be permanently reassigned from one user to another only if the first user is no longer with the organization.

**For Office Communications Server Public Instant Messaging Connectivity:**

Internal Use Only. Only your employees and onsite contractors may access the online service.

Microsoft Office Live Communications Server 2005 ("LCS") or Microsoft Office Communications Server 2007 ("OCS") Required. Users of the online service must be licensed to use LCS or OCS, as appropriate.

No Interconnection. You may not use the online service to facilitate communication

- with any instant messaging service provider other than Yahoo!, AOL and Microsoft; or

- between any external instant messaging networks.

PDA or Mobile Phone Access – Limitation on America Online Instant Messenger network. You may not use the online service to pass Instant Messaging and Presence information from (or to) a PDA or mobile phone using licensed radio frequency spectrum (e.g., EVDO, GPRS, EDGE).

Use for Evaluation Purposes. For Office Communications Server Public Instant Messaging Connectivity you may use the online service for a 60-day evaluation period.

**For Office Groove Enterprise Services:**

Substitution of Relay and Management Technologies. We may substitute comparable software and files for the online service’s ability to

- synchronize across multiple clients using the relay service; and
- set policies and manage individual clients.

Monitoring of Relay Data. We will not monitor, view, or edit your relay data that are processed or accessed by the online service, except

- to provide or improve the online service; and
- as described in the Monitoring Your Use section above.

“Relay data” are your email, files, documents, and other data files that are processed or accessed by the online service.

Handling of Relay Data. We will use the measures described at <http://www.groove.net/index.cfm?pagename=PrivacySoftware> to help secure your relay data processed or accessed by the online service. You agree that these measures are

- our only responsibility with respect to the security and handling of relay data; and
- in place of any confidentiality obligation contained in your volume license agreement or any other non-disclosure agreement.

**For Office Live Meeting:**

Recording Notice. The laws of some jurisdictions require notice to or the consent of individuals prior to intercepting, monitoring and/or recording their communications and/or restrict collection, storage, and use of personally identifiable information. You agree to comply with all applicable laws and to obtain all necessary consents and make all necessary disclosures before using the online service and/or the recording feature(s).

**For SharePoint Online Deskless Worker:**

Deskless Workers may access and view content from designated site collections. Except for InfoPath or browser-based forms within such designated site collections they may not create, save, or edit sites, pages, libraries, lists, list items, or Microsoft Office documents. They may not access or view content on a mobile device.

**For Tellme**

“Application(s)” are voice-enabled Tellme platform-compatible and compliant VoiceXML applications. They allow users to access and exchange information using the telephone or other voice-enabled devices. Users access and exchange information through a voice user interface.

“Utterance” means a portion of a user’s speech, bounded by pauses defined by the application, that is:

- (i) uttered by a user in response to an application prompt; and
- (ii) recorded during the processing of the user’s call.

“Whole call recording” means the entire stream of sound that is:

- (i) exchanged between a user and an application’s voice interface during a user’s call into the application; and

- (ii) recorded during the processing of that call.

It includes all of the application's audio prompts and the user's related utterances.

Utterances and whole call recordings are collectively referred to as "Recordings".

Utterances and Whole Call Recording. You will own all Recordings. You will comply with all applicable laws, including without limitation federal and state interception and anti-recording laws. You will obtain prior consent to record from all parties to the communication for any Recordings, such as providing playing an announcement prior to recording of or substantially similar to "calls recorded" or "this call may be recorded".

We are required to record the following depending on the level of Service you purchased or only as described in the Reporting Specification.

- Whole call recordings,
- Utterances or
- other call related data.

You acknowledge and agree that we are not required to undertake any Recordings in the absence of lawfully required caller consent to record.

You agree to be completely responsible for all costs and expenses of any kind whatsoever, including reasonable attorneys' fees and expenses, arising from or relating to Recordings, to the extent permitted by 31 U.S.C § 1341 (Anti-Deficiency Act) and other applicable Federal law or similar state law. This applies despite any contrary terms in your volume license agreement.

We and our subcontractor(s) shall have the right to collect and retain Recordings, tokens, call statistics, and system data from interaction with the online service for the purpose of improving the performance of the online service and developing, improving and enhancing related Microsoft products, technologies and services. We collect, retains, and group together data from all products and services running on the online service into a common pool of data used to train and improve the performance of the underlying online service and related Microsoft products, technologies and services.

Hosting. You will host all application(s).

Customer Responsibility: You will be completely responsible for all costs and expenses that arise from any claims made by an unaffiliated third party that your content used in connection with the online service

- infringes that party's patent, copyright or trademark or
- makes intentional unlawful use of its trade secret or undisclosed information,

to the extent permitted by 31 U.S.C § 1341 (Anti-Deficiency Act) and other applicable Federal law or similar state law.

"Your content" includes applications, audio prompts, data feeds, and other similar content or information you provide for use with the online service. You will also pay the amount of any resulting adverse final judgment (or settlement to which you consent). Except as provided in your volume license agreement with respect to like claims related to our products, this section provides our exclusive remedy for these claims.

We will notify you promptly in writing of the claim and give you sole control over its defense or settlement. We will provide you with reasonable assistance in defending the claim. You agree to be completely responsible for reasonable out of pocket expenses that it incurs in providing that assistance, to the extent permitted by 31 U.S.C § 1341 (Anti-Deficiency Act) and other applicable Federal law or similar state law.

Limitations on defense obligation. Your obligations will not apply to the extent that the claim or award is based on:

- (i) specifications we provide to you for the online service;
- (ii) unauthorized modifications that we make to your content;
- (iii) Our unauthorized redistribution of your content to, or its use for the benefit of, any third party.

Geographical Limitation. The online service may be used with user calls originating only within the U.S.

Online Service Expiration or Termination. We have no obligation to archive or preserve any system data. "System Data" means all data collected by us under the online service. System data includes call detail records, utterances and whole call recording. Neither party will be liable to the other for damages of any sort resulting solely from terminating your volume license agreement in accordance with its terms.

### **C. License Mobility within Server Farms (applicable to products with <sup>LM</sup> in list preceding General License Terms).**

Despite anything to the contrary in your volume license agreement regarding which use rights apply to your use of the software, these use rights apply to your use of the software under all licenses you acquired for the software under that agreement. They do not apply to your use of software under licenses for prior versions of the software.

#### **Assigning Services SLs and Using Software within a Server Farm.**

You may assign Services SLs as provided in the General License Terms. You may reassign them as permitted in your volume license agreement (not on a short-term basis (90 days or less)). Alternatively, you may reassign Services SLs as provided below.

#### **Server farm.**

A server farm consists of up to two data centers each physically located:

- in a time zone that is within four hours of the local time zone of the other (Coordinated Universal Time (UTC) and not DST), and/or
- within the European Union (EU) and/or European Free Trade Association (EFTA).

Each data center may be part of only one server farm. You may reassign a data center from one server farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

#### **Services SL reassignment.**

- Within a server farm. You may reassign Services SLs to any of your servers located within the same server farm as often as needed. The prohibition against short-term reassignment does not apply to Services SLs assigned to servers located within the same server farm.
- Across server farms. You may reassign Services SLs to any of your servers located in different server farms, but not on a short-term basis (i.e., not within 90 days of the last assignment).

## Combined Licensing Models

Offerings for which license terms are from a combination of two or more licensing models.

This section covers the products listed below.

1. Virtual Desktop Infrastructure (VDI) Standard Suite
2. Virtual Desktop Infrastructure (VDI) Premium Suite

### I) Definitions.

- a) "Client OSE" is an operating system environment ("OSE") running a client operating system.
- b) "VDI licensed device" is a device to which you assign a VDI suite license and from which you access and remotely use virtual client OSEs.
- c) "VDI host" is a device on which you host virtual client OSEs running software you access and remotely use from VDI licensed devices.
- d) "VDI suite license" means the VDI Standard Suite license or the VDI Premium Suite license or both.
- e) "VDI software" is the Microsoft software for which you are granted use, access or management rights under the "VDI suite license".

II) **Subscription license.** VDI suite licenses are subscription licenses. The right to use software under a subscription license expires upon expiration or termination of the enrollment or agreement under which you acquired the license. Despite anything to the contrary in your volume license agreement, your right to use or access software or manage OSEs under a VDI suite license ends when that license expires.

III) **Applicable use rights.** Your access and use of VDI software and management of virtual client OSEs accessed by your VDI licensed device are governed by the License Agreement/Product Use Rights for VDI software, as modified by these license terms. You may assign VDI suite licenses only to devices. You may not assign VDI suite licenses to users.

- a) **Permitted separation of components.** As described in these license terms, and despite anything to the contrary in your volume license agreement, each VDI suite license permits:
  - i. use and access of VDI software on or from your VDI licensed device and other devices running permitted instances of VDI software and
  - ii. management of virtual client OSEs on your VDI hosts.
- b) **Reassignment of VDI suite licenses.** Despite the limitation in the License Agreement/Product Use Rights, you may reassign your license, but not on a short-term basis (i.e., not within 90 days of the last assignment). You may reassign your license sooner if you retire the VDI licensed device due to permanent hardware failure.

IV) **Software Rights.** The VDI Standard Suite and VDI Premium Suite provide rights to use or access any version of the following VDI software during the term of your Select or Enterprise enrollment or Open Value agreement:

- a) Windows Server Remote Desktop Services ("RDS")
- b) System Center Virtual Machine Manager ("VMM")
- c) System Center Configuration Manager ("SCCM")
- d) System Center Operations Manager ("SCOM")

V) **Remote Desktop Services.** You may directly or indirectly access RDS from your VDI licensed device except as follows. You may not access Windows Server software to host a graphical user interface (using RDS functionality or other technology) either:

- directly from your VDI licensed device or
- indirectly through a virtual OSE on your VDI host.

Despite anything to the contrary in the License Agreement/Product Use Rights for Windows Server, you do not need an RDS CAL for either the VDI licensed device or the VDI host to permit this access. You must, however, acquire and assign a base Windows Server CAL to both devices or to the accessing user.

VI) **System Center Virtual Machine Manager.** You will be deemed to have acquired one VMM software license if you acquire a VDI suite license. You may use VMM under your VDI suite license to manage, at any one time, up to four virtual Client OSEs in which software you are using remotely from your VDI licensed device is running. Those virtual OSEs may be on up to four different VDI hosts. You may not manage OSEs that are not on VDI hosts. Despite anything to the contrary in the License Agreement/Product Use Rights for VMM, you do not need separate VMM management licenses to manage those virtual OSEs.

VII) **System Center Configuration Manager.** You will be deemed to have acquired one SCCM software license if you acquire a VDI suite license. You may use SCCM under your VDI suite license to manage the physical OSE on your VDI hosts, without the requirement that you acquire and assign a management license to those devices, subject to the following condition. The physical OSE must be used solely to:

- run hardware virtualization software,
- provide hardware virtualization services, and
- run software to manage and service virtual Client OSEs on your VDI host.

You may also use SCCM under your VDI suite license to manage the physical OSE in your VDI hosts (despite the preceding condition) and any other OSE, so long as you separately acquire and assign management licenses as contemplated in the License Agreement/Product Use Rights for SCCM.

VIII) **System Center Operations Manager.** You will be deemed to have acquired one SCOM software license if you acquire a VDI suite license. You may use SCOM under your VDI suite license to manage the physical OSE on your VDI hosts, without the requirement that you acquire and assign a management license to those devices, subject to the following condition. The physical OSE must be used solely to:

- run hardware virtualization software,
- provide hardware virtualization services, and
- run software to manage and service virtual Client OSEs on your VDI host.

You may also use SCOM under your VDI suite license to manage the physical OSE in your VDI hosts (despite the preceding condition) and any other OSE, so long as you separately acquire and assign management licenses as contemplated in the License Agreement/Product Use Rights for SCOM.

IX) **Exceptions and Additional Terms for VDI Premium Suite.**

a) **Remote Desktop Services.** In addition to the right to access RDS functionality from any device covered by a VDI Premium Suite, you may also access Windows Server for purposes of hosting a graphical user interface. The requirement to have a separate Windows Server CAL still applies.

b) **Application Virtualization for Remote Desktop Services.** You may access and use Application Virtualization for Remote Desktop Services software on your VDI host from VDI licensed devices to which you have assigned VDI Premium Suite licenses. The requirement to have a separate Windows Server CAL still applies.

# Appendix 1 – Software Assurance Benefits

These benefits require Software Assurance coverage, and in some cases Software Assurance Membership. Please see the Product List for details and a complete list of Software Assurance benefits. Except as noted below, these benefits expire when your Software Assurance coverage ends.

**1. “Cold” Disaster Recovery Rights.**

For each instance of eligible server software you run in a physical or virtual operating system environment on a licensed server, you may temporarily run a backup instance in a physical or virtual operating system environment on a server dedicated to disaster recovery. The License Agreement/Product Use Rights for the software and the following limitations apply to your use of software on a disaster recovery server.

- The server must be turned off except for (i) limited software self-testing and patch management, or (ii) disaster recovery.
- The server may not be in the same cluster as the production server.
- You may run the backup and production instances at the same time only while recovering the production instance from a disaster.
- Your right to run the backup instances ends when your Software Assurance coverage ends.

**2. E-Learning.**

The Desktop Applications section of the License Agreement/Product Use Rights provides your license terms for eLearning Training Kits. However, you may not have more users than you have E-Learning licenses.

**3. TechNet Plus Subscription Media.<sup>1</sup>**

The Developer Tools section of the License Agreement/Product Use Rights provides your license terms for TechNet Plus Subscription Media. Please see the Product List for additional TechNet Software Assurance benefits.

**4. Step-Up Licenses.**

A Step-Up License permits you to run a premium edition in place of the qualifying product. When your Step-Up License becomes perpetual, it permanently replaces your rights to the qualifying product.

**5. MSDN.<sup>1</sup>**

The Developer Tools section of the License Agreement/Product Use Rights provides your license terms for MSDN. Your rights to use any software licensed through MSDN become perpetual when your right to use Visual Studio becomes perpetual.

**6. Software Assurance Product Support Services.**

The way you use the software may not be supportable. It may also require you to buy more support services. Each of us may use information acquired in connection with support services as long as that use does not disclose the other's confidential information. The license terms for the underlying product apply to your use of any fixes.

**7. Windows Fundamentals for Legacy PCs.<sup>1</sup>**

The Desktop Operating System section of the License Agreement/Product Use Rights provides your license terms for Windows Fundamentals for Legacy PCs. However, you may use the software only to run the types of applications listed below.

- security
- management
- terminal emulation
- Remote Desktop and similar technologies
- web browser
- media player
- instant messaging client
- document viewers
- NET Framework and Java Virtual Machine

You may choose not to install the media player. If so, the sections of the Desktop Operating System section of the License Agreement/Product Use Rights listed below do not apply to your use of the software.

- Windows Media Digital Rights Management
- Windows Media Player
- Notice About the MPEG-4 Visual Standard

You may use the software on a device other than the one on which it was first installed if you move the corresponding Software Assurance coverage to that other device.

**8. Windows 7 Enterprise.<sup>1</sup>**

The Desktop Operating System section of the License Agreement/Product Use Rights, as supplemented in the Windows 7 Virtualization Rights section below, provides your license terms for the software. Your right to use the software, other than in the Windows 7 Virtualization Rights section, become perpetual when your right to use Windows 7 Professional Edition becomes perpetual.

**9. Windows 7 Virtualization Rights.**

“Instance” and other terminology in the Universal Terms related to use of the software with virtualization technology apply.

**a) Running Instances of the Software.**

For each license for which you have active Software Assurance coverage:

- You may run on the licensed device, at any one time:
  - one instance of the software in one physical operating system environment, and
  - up to four instances of the software in virtual operating system environments (only one instance per virtual operating system environment).
- If you run all five permitted instances at the same time, the instance running in the physical operating system environment must be used solely to run:
  - the hardware virtualization software, and
  - software to manage and service operating system environments on the licensed device.

Alternatively, for each license, you may run on the licensed device at any one time two instances of the software in the physical operating system environment.

You may run instances of either edition (Professional or Enterprise) or a prior version of one of those editions for any of the instances permitted above.

**b) Creating and Storing Instances on Your Devices or Storage Media.** You have the additional rights below for each license you acquire.

- You may create any number of instances of the software.
- You may store those instances on any of your devices or storage media.
- You may create and store instances of the software solely to exercise your right to run instances of the software under any of your licenses as described above (e.g., you may not distribute instances to third parties).

**10. Windows Virtual Enterprise Centralized Desktop and Windows Virtual Enterprise Centralized Desktop for Software Assurance.<sup>1</sup>**

The Desktop Operating System section of the License Agreement/Product Use Rights, as supplemented below, provides your license terms for the software. “Instance” and other terminology in the Universal Terms related to use of the software with virtualization technology apply.

**c) Assigning the License to the Device.**

- **Windows Virtual Enterprise Centralized Desktop.** Before you run any instance of the software under a license, you must assign that license to a device. A hardware partition or blade is

considered to be a separate device. Despite the limitation in the General License Terms, you may reassign your license, but not on a short-term basis (i.e., not within 90 days of the last assignment). You may reassign your license sooner if you retire the licensed device due to permanent hardware failure.

- **Windows Virtual Enterprise Centralized Desktop for Software Assurance.** The device to which you assigned your corresponding license and Windows Software Assurance coverage is the "licensed device." If you move your Windows Software Assurance coverage to a replacement computer, that computer becomes the "licensed device." You may also reassign your license to any other licensed device for which you have active Windows Software Assurance coverage, but not on a short-term basis (i.e., not within 90 days of the last assignment). You may reassign your license sooner if you retire the licensed device due to permanent hardware failure.

**d) Running Instances of the Software.** For each license you assign:

- You may remotely access from the licensed device, at any one time:
  - one running instance of the software in one physical operating system environment, or
  - up to four running instances of the software in virtual operating system environments (only one instance per virtual operating system environment).
- You may run the permitted number of instances, at any one time, on up to four different servers.
- You may run an instance of Windows 7 Professional in place of the software in any of these virtual operating system environments.
- Despite anything to the contrary in your volume license agreement, you may access the instances only from the licensed device, with the following exceptions.
  - You may remotely access the instances from any other device to which you have assigned an active Windows Virtual Enterprise Centralized Desktop or Windows Virtual Enterprise Centralized Desktop for Software Assurance license.
  - The single primary user of the licensed device may remotely access the instances from a single device in that user's home, subject to the limitation on the number of users in the General License Terms.
  - You may use Remote Assistance and other similar technologies to share an active session.
  - You do not need a license to access your instances of the software (locally or remotely) only to administer those instances.
- You have the following right if the licensed device is assigned a Windows 7 Professional license. You may run one or more of the permitted instances locally in a virtual operating system environment on the licensed device either using the Microsoft Desktop Optimization Pack component technology Microsoft Enterprise Desktop Virtualization (MEDV) or similar technologies or from a storage device, such as a network server, over an internal network. Your license does not otherwise permit you to run instances of the software locally on the licensed device or any other device to which you have assigned an active Windows Virtual Enterprise Centralized Desktop or Windows Virtual Enterprise Centralized Desktop for Software Assurance license.

**e) Creating and Storing Instances on Your Servers or Storage Media.** You have the additional rights below for each license you acquire.

- You may create any number of instances of the software.
- You may store instances of the software on any of your servers or storage media.
- You may create and store instances of the software solely to exercise your right to run instances of the software under any of your Windows Virtual Enterprise Centralized Desktop or Windows Virtual Enterprise Centralized Desktop for Software Assurance licenses as described above (e.g., you may not distribute instances to third parties).
- Except as permitted for a licensed device to which you assigned a Windows 7 Professional license, you may not create and store instances of the software on the licensed device.

**f) Windows Virtual Enterprise Centralized Desktop and Windows Virtual Enterprise Centralized Desktop for Software Assurance Work at Home (WAH) License.** The single primary user of the corresponding Windows Virtual Enterprise Centralized Desktop or Windows Virtual Enterprise Centralized Desktop for Software Assurance licensed device (work device), may run an instance of the software in a virtual operating system environment on a single qualifying home device

using the Microsoft Desktop Optimization Pack component technology Microsoft Enterprise Desktop Virtualization (MEDV) or similar technologies. All use must be for work related purposes. A “qualifying home device” is a device assigned a license for any edition of Windows XP, Windows Vista or Windows 7, and on which that software is installed. The WAH user’s right to use the software terminates when the corresponding rights on the work device expire or there is a change in the primary user status or when the WAH user leaves your organization. At that time, the organization will ensure that the WAH user will not have access to the virtual operating system.

- g) **Term of License.** Despite anything to the contrary in your volume license agreement, your Windows Virtual Enterprise Centralized Desktop or Windows Virtual Enterprise Centralized Desktop for Software Assurance licenses and corresponding WAH licenses are non-perpetual. You may not access or use the software under your subscription or corresponding Windows Software Assurance coverage expires.

## 11. Microsoft Desktop Optimization Pack (MDOP) for Software Assurance.<sup>1</sup>

Active Windows Business or Professional Software Assurance coverage provides you with eligibility to acquire licenses for MDOP for Software Assurance. These licenses are an optional and separate purchase from Software Assurance. See the Product List for details. If you invoke this benefit, you have the rights below for each MDOP for Software Assurance license you acquire.

- a) **Installation and use rights.** The “licensed device” is the device to which you have assigned your corresponding qualifying license and Windows Business or Professional Software Assurance coverage.

**Licensed Device.** You may install and use the software on the licensed device. Some functionality in the software is designed to manage software on the licensed device. You may use that functionality on other devices solely to manage software running on the licensed device. You may also use the following components to manage software on servers within your domain, so long as the desktops within that domain are licensed for MDOP:

- Advanced Group Policy Management
- Asset Inventory Service
- Diagnostics and Recovery Toolset

Use of the AIS on your licensed desktops is subject to the Additional Terms section of the Online Services section of these License Agreement/Product Use Rights. See the online service’s privacy statement at <https://sc.microsoft.com/Help/Privacy.htm> for information about how we may collect and use your information.

- b) **Additional Licensing Requirements and/or Use Rights.**

**Remote Access.** You may access and use the MDOP for Software Assurance software running on the licensed device remotely from another device as described below.

- **Primary user.** The single primary user of that device may access and use the software remotely from any other device. No other person may use the software under the same license at the same time, except to provide support services.
- **Non-primary users.** Any user may access and use the software remotely from a separately licensed device.
- **Remote assistance.** You may allow other devices to access the software to provide you with support services. You do not need additional licenses for this access.

**Home Use.** The single primary user of the licensed device may use the MDOP for Software Assurance software on a home device to support permitted use or remote access of your licensed software on that home device.

- c) **Term of License.** You may not access or use the software after your corresponding Windows Software Assurance coverage expires.

## 15. Self-Hosted Applications.

The following additional licensing requirements and/or use rights apply to Self-Hosted Applications. Self-Hosted Applications include the products marked with the "SH" next to their names in the lists of products in the licensing model sections of these License Agreement/Product Use Rights.

Despite any terms to the contrary in your volume license agreement including these License Agreement/Product Use Rights, you may run licensed copies of Self-Hosted Applications with your own software to create a unified solution ("Unified Solution") and permit third parties to use it, subject to the terms below. A Unified Solution also includes any Self-Hosted Applications that interact with your software that is part of the Unified Solution.

**Requirements:**

You must have the required Microsoft software licenses and maintain Software Assurance coverage for:

- the Self-Hosted Applications run as part of the Unified Solution; and
- all access licenses used to make the Unified Solution available to external users.

Your software must:

- add significant and primary functionality to the Self-Hosted Applications that are part of the Unified Solution (dashboards, HTML editors, utilities, and similar technologies are not a primary service and/or application of a Unified Solution);
- be the principal service and/or application, and sole point of access, to the Unified Solution;
- be delivered over the Internet or a private network. The Self-Hosted Applications component may not be loaded onto the end user's device; and
- be owned, not licensed, by you, except that your software may include third party software that is embedded in, and operates in support of, your software.

All use of the Self-Hosted Applications remains governed by the license terms for those products. You may not transfer licenses acquired under your volume license agreement except as permitted in that agreement.

**Changes to use rights.**

Despite the terms of your volume license agreement, we may modify or discontinue the above use rights at any time. However, if we do so, these use rights continue to apply to your use of the Self-Hosted Applications under licenses acquired before the effective date of that change.

## Appendix 2 – Internet Based Services

**Internet Based Services.** Microsoft may provide Internet based services with the products. It may change or cancel the services at any time. You may not use these Internet based services in any way that could harm them or impair anyone else’s use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

**A. Consent for Internet based Services.** The table below identifies software features that connect to Microsoft or service provider computer systems over the Internet. It also identifies the products in which they are found. Some features appear in more than one product. In some cases, you will not receive a separate notice when one of these features connects. You may switch off these features or not use them. By using these features, you consent to the transmission of this information. Microsoft does not use the information to identify or contact you.

**Computer Information.** These features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information only to make the Internet based services available to you.

**B. Use of Information.** Microsoft may use the computer information, accelerator information, search suggestions information, error reports, Malware reports and URL filtering reports to improve our software and services. We may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.

**C. Misuse of Internet based Services.** You may not use these services in any way that could harm them or impair anyone else’s use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

Feature	Description	Products	Where to look for more information
Accelerators	<p>When you click on or move your mouse over an Accelerator in Internet Explorer, any of the following may be sent to the service provider:</p> <ul style="list-style-type: none"> <li>· the title and full web address or URL of the current webpage,</li> <li>· standard computer information, and</li> <li>· any content you have selected.</li> </ul> <p>If you use an Accelerator provided by Microsoft, use of the information sent is subject to the Microsoft Online Privacy Statement. This statement is available at <a href="http://go.microsoft.com/fwlink/?linkid=31493">go.microsoft.com/fwlink/?linkid=31493</a>. If you use an Accelerator provided by a third party, use of the information sent will be subject to the third party’s privacy practices.</p>	<ul style="list-style-type: none"> <li>• Windows 7</li> <li>• MSDN *</li> <li>• Visual Studio with MSDN*</li> </ul>	<p>Go to <a href="http://go.microsoft.com/fwlink/?linkid=31493">go.microsoft.com/fwlink/?linkid=31493</a> and the Windows 7 Privacy Statement at <a href="http://go.microsoft.com/fwlink/?linkid=104604">go.microsoft.com/fwlink/?linkid=104604</a>.</p>
Auto Root Update	<p>The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off the Auto Root Update feature.</p>	<ul style="list-style-type: none"> <li>• Expression Studio Professional Edition*</li> <li>• MSDN*</li> <li>• Visual Studio with MSDN*</li> <li>• TechNet Premium*</li> <li>• Forefront Threat Management</li> </ul>	<p>Go to the Windows 7 Privacy Statement at <a href="http://go.microsoft.com/fwlink/?linkid=104604">http://go.microsoft.com/fwlink/?linkid=104604</a>. Or Windows Server Privacy Highlights at <a href="http://go.microsoft.com/fwlink/?linkid=34493">http://go.microsoft.com/fwlink/?linkid=34493</a>. Or Go to</p>

Feature	Description	Products	Where to look for more information
		Gateway 2010 Standard and Enterprise Editions <ul style="list-style-type: none"> <li>• Windows EBS 2008</li> <li>• Windows FLP</li> <li>• Windows HPC Server 2008</li> <li>• Windows MultiPoint Server 2010 Academic</li> <li>• Windows SBS 2008</li> <li>• Windows Server 2008 R2 (all editions)</li> <li>• Windows Server 2008 for Windows Essential Server Solutions (WESS)</li> <li>• Windows 7</li> <li>• Windows Web Server 2008 R2</li> </ul>	<a href="http://go.microsoft.com/fwlink/?LinkId=130980">http://go.microsoft.com/fwlink/?LinkId=130980</a>
Automatic Updates	Software with Click-to-Run technology may check with Microsoft now and then for updates and supplements. If the software finds updates and supplements, it might download and install them on your licensed device.	Office 2010 and component products.	Go to the Office 2010 Privacy Statement at <a href="http://r.office.microsoft.com/r/rli_dOOClientPrivacyStatement14?clid=1033">//r.office.microsoft.com/r/rli_dOOClientPrivacyStatement14?clid=1033</a> .
Automatic Updates	To help keep the software up-to-date, from time to time the software connects to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. When the software does so, we check your version of the software and recommend or download updates to your devices. You may not receive notice when we download the update. You may switch off this feature.	Forefront Threat Management Gateway, Medium Business Edition and Web Antimalware Subscription for Forefront Threat Management Gateway, Medium Business Edition	See the privacy statement at <a href="http://go.microsoft.com/fwlink/?LinkId=116592">http://go.microsoft.com/fwlink/?LinkId=116592</a> .
Consent to Update Infrared Emitter/Receiver	The software may contain technology to ensure proper functioning of the infrared emitter/receiver device shipped with certain Media Center-based products. You agree that the software may update the firmware of this device	<ul style="list-style-type: none"> <li>• MSDN*</li> <li>• Visual Studio with MSDN*</li> <li>• Windows 7</li> <li>•</li> </ul>	Go to the Windows 7 Privacy Statement at <a href="http://go.microsoft.com/fwlink/?linkid=104604">go.microsoft.com/fwlink/?linkid=104604</a> .
Digital Certificates	The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. They also can be used to digitally sign files and macros to verify the integrity and origin of the file contents. The software retrieves certificates and updates certificate revocation lists using the Internet, when available.	<ul style="list-style-type: none"> <li>• Expression Studio Professional Edition*</li> <li>• MSDN*</li> <li>• Office 2010 and component products of Office</li> <li>• TechNet Premium*</li> <li>• Forefront Threat Management Gateway 2010 Standard and</li> </ul>	Go to the Office 2010 Privacy Statement at <a href="http://r.office.microsoft.com/r/rli_dOOClientPrivacyStatement14?clid=1033">//r.office.microsoft.com/r/rli_dOOClientPrivacyStatement14?clid=1033</a> ; or Go to the Windows 7 Privacy Statement at <a href="http://go.microsoft.com/fwlink/?linkid=104604">go.microsoft.com/fwlink/?linkid=104604</a> ; or Windows Server Privacy Highlights at <a href="http://go.microsoft.com/fwlink">http://go.microsoft.com/fwlink</a>

Feature	Description	Products	Where to look for more information
		Enterprise Editions <ul style="list-style-type: none"> <li>• Visual Studio with MSDN*</li> <li>• Windows EBS 2008</li> <li>• Windows FLP</li> <li>• Windows HPC Server 2008</li> <li>• Windows MultiPoint Server 2010 Academic</li> <li>• Windows SBS 2008</li> <li>• Windows Server 2008 R2 (all editions)</li> <li>• Windows Server 2008 for WESS</li> <li>• Windows 7</li> <li>• Windows Web Server 2008 R2</li> </ul>	<a href="http://nk/?linkid=34493">nk/?linkid=34493</a> ; or Go to <a href="http://go.microsoft.com/fwlink/?LinkId=130980">http://go.microsoft.com/fwlink/?LinkId=130980</a>
Error Reports	<p><u>Error Reports</u>. This software automatically sends error reports to Microsoft. These reports include information about problems that occur in the software. Reports might unintentionally contain personal information. For example, a report that contains a snapshot of computer memory might include your name. Part of a document you were working on could be included as well. Microsoft does not use this information to identify you or contact you. To learn more about error reports, see <a href="http://go.microsoft.com/fwlink/?LinkId=56274">http://go.microsoft.com/fwlink/?LinkId=56274</a>.</p>	<ul style="list-style-type: none"> <li>• BizTalk RDID 2009</li> <li>• System Center Mobile Device Manager 2008</li> <li>• System Center Mobile Device Manager 2008 with SQL Server 2005 Technology</li> <li>• Forefront Threat Management Gateway 2010 Standard and Enterprise Editions</li> <li>• Windows EBS 2008</li> <li>• Windows SBS 2008</li> <li>• Windows Server 2008 for WESS</li> </ul>	Go to <a href="http://oca.microsoft.com/en/dcp20.asp">http://oca.microsoft.com/en/dcp20.asp</a> ; or Go to <a href="http://go.microsoft.com/fwlink/?LinkId=130980">http://go.microsoft.com/fwlink/?LinkId=130980</a>
Extension Manager	<p>The Extension Manager can retrieve other software through the internet from the Visual Studio Gallery website. To provide this other software, the Extension Manager sends to Microsoft the name and version of the software you are using and language code of the device where you installed the software. This other software is provided by third parties to Visual Studio Gallery. It is licensed to users under terms provided by the third parties, not from Microsoft.</p>	<ul style="list-style-type: none"> <li>• Visual Studio (with and without MSDN)</li> </ul>	See the Visual Studio Gallery terms of use for more information.
Groove Software and Services	<p>For software that includes it, Groove will allow you to communicate directly with others over the Internet. If you are not on the Internet, your communications will be encrypted and sent through Microsoft servers for later delivery. You cannot disable this service. Groove makes some information about</p>	<ul style="list-style-type: none"> <li>• Visual Studio with MSDN (related to Office)</li> </ul>	Go to the Microsoft Office Groove 2007 Privacy Statement at <a href="http://www.office.microsoft.com/en-us/products/FX101153391033.aspx">http://www.office.microsoft.com/en-us/products/FX101153391033.aspx</a>

Feature	Description	Products	Where to look for more information
	<p>your Groove account and computer known to your contacts. For example, if you:</p> <ul style="list-style-type: none"> <li>• add a contact to your contact list,</li> <li>• import your user account onto a new device,</li> <li>• update the information in your "identity contact", or</li> <li>• send a Groove workspace invitation using an URL to reference the invitation file, information about you and your devices may be sent to your contacts. If you configure Groove to use Microsoft servers, those servers will collect information about your computers and user accounts.</li> </ul>		
IPv6 Network Address Translation (NAT) Traversal service (Teredo)	<p>This feature helps existing home Internet gateway devices transition to IPv6. IPv6 is next generation Internet protocol. It helps enable end-to-end connectivity often needed by peer-to-peer applications. To do so, each time you start up the software the Teredo client service will attempt to locate a public Teredo Internet service. It does so by sending a query over the Internet. This query only transfers standard Domain Name Service information to determine if your computer is connected to the Internet and can locate a public Teredo service. If you</p> <ul style="list-style-type: none"> <li>• use an application that needs IPv6 connectivity or</li> <li>• configure your firewall to always enable IPv6 connectivity</li> </ul> <p>by default standard Internet Protocol information will be sent to the Teredo service at Microsoft at regular intervals. No other information is sent to Microsoft. You can change this default to use non-Microsoft servers. You can also switch off this feature using a command line utility named "netsh".</p>	<ul style="list-style-type: none"> <li>• MSDN *</li> <li>• Visual Studio with MSDN*</li> <li>• Windows EBS 2008</li> <li>• Windows HPC Server 2008</li> <li>• Windows MultiPoint Server 2010 Academic</li> <li>• Windows SBS 2008</li> <li>• Windows 7</li> <li>• Windows Server 2008 R2 (all editions)</li> <li>• Windows Server 2008 for WESS</li> <li>• Windows Web Server 2008 R2</li> </ul>	<p>Go to the Windows 7 Privacy Statement at <a href="http://go.microsoft.com/fwlink/?linkid=104604">go.microsoft.com/fwlink/?linkid=104604</a>. Or Windows Server Privacy Highlights at <a href="http://go.microsoft.com/fwlink/?linkid=34493">http://go.microsoft.com/fwlink/?linkid=34493</a></p>
Malicious Software Removal /Clean On Upgrade	<p>During setup, if you select "Get important updates for installation", the software may check and remove certain malware from your device. "Malware" is malicious software. If the software runs, it will remove the Malware listed and updated at <a href="http://www.support.microsoft.com/?kbid=890830">http://www.support.microsoft.com/?kbid=890830</a>. During a Malware check, a report will be sent to Microsoft with specific information about Malware detected, errors, and other information about your device. This information is used to improve the software and other Microsoft products and services. No information included in these reports will be used to</p>	<ul style="list-style-type: none"> <li>• MSDN*</li> <li>• Visual Studio with MSDN*</li> <li>• Windows EBS 2008</li> <li>• Windows HPC Server 2008</li> <li>• Windows MultiPoint Server 2010 Academic</li> <li>• Windows SBS 2008</li> <li>• Windows 7</li> <li>• Windows Server 2008 R2 (all editions)</li> <li>• Windows Server 2008 for WESS</li> </ul>	<p>Windows Server Privacy Highlights at <a href="http://go.microsoft.com/fwlink/?linkid=34493">http://go.microsoft.com/fwlink/?linkid=34493</a> Or read the Windows Malicious Software Removal Tool privacy statement at <a href="http://go.microsoft.com/fwlink/?LinkId=113995">http://go.microsoft.com/fwlink/?LinkId=113995</a>.</p>

Feature	Description	Products	Where to look for more information
	<p>identify or contact you. You may disable the software's reporting functionality by following the instructions found at <a href="http://www.support.microsoft.com/?kbid=890830">http://www.support.microsoft.com/?kbid=890830</a>. For more information, read the Windows Malicious Software Removal Tool privacy statement at <a href="http://go.microsoft.com/fwlink/?LinkId=113995">http://go.microsoft.com/fwlink/?LinkId=113995</a>.</p>	<ul style="list-style-type: none"> <li>Windows Web Server 2008 R2</li> </ul>	
Media Center Online Promotions	<p>If you use Media Center features of the software to access Internet-based content or other Internet-based services, such services may obtain the following information from the software to enable you to receive, accept and use certain promotional offers:</p> <ul style="list-style-type: none"> <li>certain computer information, such as your Internet protocol address, the type of operating system and browser you are using, and the name and version of the software you are using,</li> <li>the requested content, and</li> <li>the language code of the computer where you installed the software.</li> </ul> <p>Your use of the Media Center features to connect to those services serves as your consent to the collection and use of such information.</p>	<ul style="list-style-type: none"> <li>MSDN *</li> <li>Visual Studio with MSDN*</li> <li>Windows 7</li> </ul>	Go to the Windows 7 Privacy Statement at <a href="http://go.microsoft.com/fwlink/?linkid=104604">go.microsoft.com/fwlink/?linkid=104604</a> .
Microsoft Desktop Optimization Pack Asset Inventory Feature	<p>The software includes an asset inventory feature that identifies all software and hardware installed on the targeted computers. This feature sends this information to Microsoft or server provider computer systems over the Internet. You can configure how often inventories are taken. You will not receive a separate notice when inventories occur. The feature uses Internet protocols, which send to the following and other appropriate systems computer information:</p> <ul style="list-style-type: none"> <li>Internet protocol address</li> <li>computer name</li> <li>the type of operating system</li> <li>certain hardware attributes such as computer make, model and serial number</li> <li>user profile name</li> <li>the language code of the licensed device</li> <li>name, version, and profile information about the software</li> </ul>	<ul style="list-style-type: none"> <li>MDOP</li> </ul>	Go to <a href="https://sc.microsoft.com/Help/Privacy.htm">https://sc.microsoft.com/Help/Privacy.htm</a> .

Feature	Description	Products	Where to look for more information
	installed		
Microsoft Telemetry Reporting Participation	<p>If you choose to participate in Microsoft Telemetry Reporting through a "basic" or "advanced" membership, information regarding the following is sent to Microsoft:</p> <ul style="list-style-type: none"> <li>• filtered URLs,</li> <li>• malware and</li> <li>• other attacks on your network.</li> </ul> <p>This information helps Microsoft improve the ability of the software to identify attack patterns and mitigate threats. In some cases, personal information may be inadvertently sent. If so, Microsoft will not use the information to identify or contact you. You can switch off Telemetry Reporting.</p>	<ul style="list-style-type: none"> <li>• Forefront Threat Management Gateway 2010 Standard and Enterprise Editions</li> </ul>	Go to <a href="http://go.microsoft.com/fwlink/?LinkId=130980">http://go.microsoft.com/fwlink/?LinkId=130980</a> .
Money Services & Updates	<p>You may need to obtain these services separately from a service provider for a fee. Your use of them and updates may send to the appropriate systems information, including, account names, financial transactions, payees, budget limits and alert settings. In some cases, you will not receive a separate notice when they connect. You may switch off these features or not use them. See the software documentation for more information about these features. Microsoft may download and install onto your computer updates for the software, including updates necessary for you to continue using the Internet based services. By using these features, you also consent to the terms for use of these features contained in the Money Internet based Services Policy located at <a href="http://www.microsoft.com/money/internet_essentials.aspx">http://www.microsoft.com/money/internet_essentials.aspx</a>.</p>	<ul style="list-style-type: none"> <li>• Money 2007 Deluxe Edition</li> </ul>	Go to Software Documentation
Network Awareness	<p>This feature determines whether a system is connected to a network by either passive monitoring of network traffic or active DNS or HTTP queries. The query only transfers standard TCP/IP or DNS information for routing purposes. You can switch off the active query feature through a registry setting.</p>	<ul style="list-style-type: none"> <li>• MSDN *</li> <li>• Visual Studio with MSDN*</li> <li>• Windows EBS 2008</li> <li>• Windows HPC Server 2008</li> <li>• Windows MultiPoint Server 2010 Academic</li> <li>• Windows SBS 2008</li> <li>• Windows 7</li> <li>• Windows Server 2008 R2 (all editions)</li> <li>• Windows Server 2008 for WESS</li> <li>• Windows Web Server 2008 R2</li> <li>•</li> </ul>	Go to the Windows 7 Privacy Statement at <a href="http://go.microsoft.com/fwlink/?linkid=104604">go.microsoft.com/fwlink/?linkid=104604</a> . Or Windows Server Privacy Highlights at <a href="http://go.microsoft.com/fwlink/?linkid=34493">http://go.microsoft.com/fwlink/?linkid=34493</a>

Feature	Description	Products	Where to look for more information
Plug and Play and Plug and Play Extensions.	You may connect new hardware to your computer, either directly or over a network. Your computer may not have the drivers needed to communicate with that hardware. If so, the update feature of the software can obtain the correct driver from Microsoft and install it on your computer. An administrator can disable this update feature.	<ul style="list-style-type: none"> <li>Windows 7</li> </ul>	Go to the Windows 7 Privacy Statement at <a href="http://go.microsoft.com/fwlink/?linkid=104604">go.microsoft.com/fwlink/?linkid=104604</a> .
Real Simple Syndication ("RSS") Feed	This software start page contains updated content that is supplied by means of an RSS feed online from Microsoft.	<ul style="list-style-type: none"> <li>Visual Studio (with and without MSDN)</li> </ul>	See documentation.
Search Suggestions Service	In Internet Explorer, when you type a search query in the Instant Search box or type a question mark (?) before your search term in the Address bar, you will see search suggestions as you type (if supported by your search provider). Everything you type in the Instant Search box or in the Address bar when preceded by a question mark (?) is sent to your search provider as you type. Also, when you press Enter or click the Search button, the text in the Instant Search box or Address bar is sent to the search provider. If you use a Microsoft search provider, use of the information sent is subject to the Microsoft Online Privacy Statement. This statement is available at <a href="http://go.microsoft.com/fwlink/?linkid=31493">go.microsoft.com/fwlink/?linkid=31493</a> . If you use a third-party search provider, use of the information sent will be subject to the third party's privacy practices. You can turn search suggestions off at any time. To do so, use Manage Add-ons under the Tools button in Internet Explorer.	<ul style="list-style-type: none"> <li>MSDN*</li> <li>Visual Studio with MSDN*</li> <li>Windows 7</li> </ul>	For more information about the search suggestions service, go to <a href="http://go.microsoft.com/fwlink/?linkid=128106">go.microsoft.com/fwlink/?linkid=128106</a> .
Setup Reports	The Setup Reports feature is only enabled for users within the United States. The software will determine by your computer's Windows locale setting. If Setup Reports is enabled, at the end of the setup process the software will send over the Internet to Microsoft basic information about the setup. This might include the version of the software and errors encountered during setup. You will not receive a separate notice before this information is sent. Microsoft may use the information collected for statistical analysis and to improve this and other Microsoft products and services. Microsoft will not use the information to identify or contact you.	Expression Blend, Studio, Professional and Web Visual Studio with MSDN	For more information about this feature, if you're within the United States see <a href="http://go.microsoft.com/fwlink/?LinkId=154496">http://go.microsoft.com/fwlink/?LinkId=154496</a> and for all those outside the United States see <a href="http://go.microsoft.com/fwlink/?LinkId=154495">http://go.microsoft.com/fwlink/?LinkId=154495</a> .
SharePoint Workspace	SharePoint Workspace will allow you to communicate directly with others over the Internet. If you cannot communicate directly with a contact over the Internet, and your administrator uses Microsoft's public server infrastructure, your	Office 2010 and component products (as applicable)	Go to the Office 2010 Privacy Statement at <a href="http://r.office.microsoft.com/r/rli dOOClientPrivacyStatement14?clid=1033">//r.office.microsoft.com/r/rli dOOClientPrivacyStatement14?clid=1033</a> .

Feature	Description	Products	Where to look for more information
	<p>communications will be encrypted and sent through Microsoft servers for later delivery. You cannot disable this service if your administrator uses Microsoft's public server infrastructure.</p> <p>SharePoint Workspace makes some information about your SharePoint Workspace account and device known to your approved contacts. For example, if you:</p> <ul style="list-style-type: none"> <li>• add a contact to your contact list,</li> <li>• import your user account onto a new device,</li> <li>• update the information in your "identity contact", or</li> <li>• send a SharePoint Workspace invitation using an URL to reference the invitation file,</li> </ul> <p>information about you and your devices may be sent to your contacts. If you configure SharePoint Workspace to use Microsoft servers, those servers will collect information about your device and user accounts.</p>		
Silverlight 3 and Silverlight 3 Software Development Kit	<p>Silverlight contains an Automatic Update feature that is on by default. You may turn off this feature while Silverlight 3 is running ("opt out"). Unless you expressly opt out of this feature, this feature will</p> <p>(a) connect to Microsoft or service provider computer systems over the Internet,</p> <p>(b) use Internet protocols to send to the appropriate systems standard computer information, such as</p> <ul style="list-style-type: none"> <li>• your computer's Internet protocol address,</li> <li>• the type of operating system, browser and name and version of Silverlight you are using, and</li> <li>• the language code of the device where you installed Silverlight, and</li> </ul> <p>(c) automatically download and install, or prompt you to download and/or install, current Updates to Silverlight.</p> <p>In some cases, you will not receive a separate notice before this feature takes effect. By installing the software, you consent to the transmission of standard computer information and the automatic downloading and installation of Updates.</p>	Visual Studio 2010 (with and without MSDN)	For more information about this feature, including instructions for turning it off, go to <a href="http://go.microsoft.com/fwlink/?LinkId=147032">http://go.microsoft.com/fwlink/?LinkId=147032</a> .
Silverlight 3 and Silverlight 3 Software Development Kit	<p><b>Microsoft Digital Rights Management.</b> If you use Silverlight to access content that has been protected with Microsoft Digital Rights Management (DRM), in order to let you play the content, the</p>	Visual Studio 2010 (with and without MSDN)	Go to <a href="http://go.microsoft.com/fwlink/?LinkId=147032">http://go.microsoft.com/fwlink/?LinkId=147032</a> .

Feature	Description	Products	Where to look for more information
	<p>software may automatically</p> <ul style="list-style-type: none"> <li>request media usage rights from a rights server on the Internet and</li> <li>download and install available DRM Updates.</li> </ul>		
URL Filtering	<p>This feature identifies certain types of web sites based upon predefined URL categories. It allows you to deny access to such web sites, such as known malicious sites and sites displaying inappropriate or pornographic materials. To apply URL filtering, Microsoft queries the online Microsoft Reputation Service for URL categorization. You can switch off this feature.</p>	<ul style="list-style-type: none"> <li>Forefront Threat Management Gateway 2010 Standard and Enterprise Editions</li> </ul>	<p>Go to <a href="http://go.microsoft.com/fwlink/?LinkId=130980">http://go.microsoft.com/fwlink/?LinkId=130980</a></p>
Web Content Features	<p>Features in the software can retrieve related content from Microsoft and provide it to you. To provide the content, these features send to Microsoft the type of operating system, name and version of the software you are using, type of browser, and language code of the device where you installed the software. Examples of these features are clip art, templates, online training, online assistance, and Appshelp. You may choose not to use these web content features.</p>	<ul style="list-style-type: none"> <li>Office 2010 and component products</li> <li>Visual Studio (with and without MSDN)</li> <li>Windows EBS 2008</li> <li>Windows HPC Server 2008</li> <li>Windows MultiPoint Server 2010 Academic</li> <li>Windows SBS 2008</li> <li>Windows FLP</li> <li>Windows Server 2008 R2 (all editions)</li> <li>Windows Server 2008 for WESS</li> <li>Windows Web Server 2008 R2</li> </ul>	<p>Windows Server Privacy Highlights at <a href="http://go.microsoft.com/fwlink/?linkid=34493">http://go.microsoft.com/fwlink/?linkid=34493</a>; Go to the Office 2010 Privacy Statement at <a href="http://r.office.microsoft.com/r/rliDOOClientPrivacyStatement14?clid=1033">//r.office.microsoft.com/r/rliDOOClientPrivacyStatement14?clid=1033</a>.</p>
Web Content Features	<p>Features in the software can retrieve related content from Microsoft and provide it to you. Examples of these features are clip art, templates, online training, online assistance and Appshelp. You may choose not to use these web content features.</p>	<ul style="list-style-type: none"> <li>MSDN*</li> <li>Visual Studio (with and without MSDN)*</li> <li>Windows 7</li> </ul>	<p>Go to the Windows 7 Privacy Statement at <a href="http://go.microsoft.com/fwlink/?linkid=104604">http://go.microsoft.com/fwlink/?linkid=104604</a>.</p>
Windows Media Digital Rights Management	<p>Content owners use Windows Media digital rights management technology (WMDRM) to protect their intellectual property, including copyrights. This software and third party software use WMDRM to play and copy WMDRM-protected content. If the software fails to protect the content, content owners may ask Microsoft to revoke the software's ability to use WMDRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree</p>	<ul style="list-style-type: none"> <li>Expression Studio Professional Edition*</li> <li>MSDN*</li> <li>TechNet Plus*</li> <li>Visual Studio with MSDN*</li> <li>Windows EBS 2008</li> <li>Windows FLP</li> <li>Windows HPC Server 2008</li> <li>Windows MultiPoint Server 2010</li> </ul>	<p>Go to the Windows 7 Privacy Statement at <a href="http://go.microsoft.com/fwlink/?linkid=104604">http://go.microsoft.com/fwlink/?linkid=104604</a>. Or Windows Server Privacy Highlights at <a href="http://go.microsoft.com/fwlink/?linkid=34493">http://go.microsoft.com/fwlink/?linkid=34493</a></p>

Feature	Description	Products	Where to look for more information
	<p>that Microsoft may include a revocation list with the licenses. Content owners may require you to upgrade WMDRM to access their content. Microsoft software that includes WMDRM will ask for your consent prior to the upgrade. If you decline an upgrade, you will not be able to access content that requires the upgrade. You may switch off WMDRM features that access the Internet. When these features are off, you can still play content for which you have a valid license.</p>	<p>Academic</p> <ul style="list-style-type: none"> <li>• Windows SBS 2008</li> <li>• Windows 7</li> <li>• Windows Server 2008 R2 (all editions)</li> <li>• Windows Server 2008 for WESS</li> <li>• Windows Web Server 2008 R2</li> </ul>	
Windows Media Player	<p>When you use Windows Media Player, it checks with Microsoft for</p> <ul style="list-style-type: none"> <li>• compatible online music services in your region; and</li> <li>• new versions of the player</li> </ul>	<ul style="list-style-type: none"> <li>• Expression Studio Professional Edition*</li> <li>• MSDN*</li> <li>• TechNet Plus*</li> <li>• Visual Studio with MSDN*</li> <li>• Windows EBS 2008</li> <li>• Windows HPC Server 2008</li> <li>• Windows MultiPoint Server 2010 Academic</li> <li>• Windows SBS 2008</li> <li>• Windows 7</li> <li>• Windows Server 2008 R2 (all editions)</li> <li>• Windows Server 2008 for WESS</li> <li>• Windows Web Server 2008 R2</li> </ul>	<p>Go to <a href="http://go.microsoft.com/fwlink/?Linkid=104605">http://go.microsoft.com/fwlink/?Linkid=104605</a>. Or Windows Server Privacy Highlights at <a href="http://go.microsoft.com/fwlink/?linkid=34493">http://go.microsoft.com/fwlink/?linkid=34493</a></p>
Windows Rights Management Services	<p>The software contains a feature that allows you to create content that cannot be printed, copied or sent to others without your permission. You may choose not to use this.</p>	<ul style="list-style-type: none"> <li>• MSDN*</li> <li>• Visual Studio with MSDN*</li> <li>• Windows MultiPoint Server 2010 Academic</li> <li>• Windows Server 2008 R2</li> <li>• Windows Web Server 2008 R2</li> </ul>	<p>Go to <a href="http://www.microsoft.com/RMS">http://www.microsoft.com/RMS</a></p>
Windows Time Service	<p>This service synchronizes with <a href="http://time.windows.com">time.windows.com</a> once a week to provide your computer with the correct time. You can turn this feature off or choose your preferred time source within the Date and Time Control Panel applet. The connection uses standard NTP protocol.</p>	<ul style="list-style-type: none"> <li>• MSDN*</li> <li>• Visual Studio with MSDN*</li> <li>• Windows EBS 2008</li> <li>• Windows HPC Server 2008</li> <li>• Windows MultiPoint Server 2010 Academic</li> <li>• Windows SBS 2008</li> <li>• Windows 7</li> <li>• Windows Server 2008 R2 (all editions)</li> </ul>	<p>Go to the Windows 7 Privacy Statement at <a href="http://go.microsoft.com/fwlink/?linkid=104604">http://go.microsoft.com/fwlink/?linkid=104604</a>. Or Windows Server Privacy Highlights at <a href="http://go.microsoft.com/fwlink/?linkid=34493">http://go.microsoft.com/fwlink/?linkid=34493</a></p>

Feature	Description		Where to look for more information
		<ul style="list-style-type: none"> <li>• Windows Server 2008 for WESS</li> <li>• Windows Web Server 2008 R2</li> <li>• MSDN</li> </ul>	
Windows (or Microsoft) Update Feature	<p>You may connect new hardware to your device. Your device may not have the drivers needed to communicate with that hardware. If so, the update feature of the software can obtain the correct driver from Microsoft and install it on your device. You can switch off this update feature.</p>	<ul style="list-style-type: none"> <li>• BizTalk Server 2006 R2</li> <li>• Expression Studio Professional Edition*</li> <li>• MSDN*</li> <li>• TechNet Plus*</li> <li>• Forefront Threat Management Gateway 2010 Standard and Enterprise Editions</li> <li>• Visual Studio with MSDN*</li> <li>• Windows EBS 2008</li> <li>• Windows FLP</li> <li>• Windows HPC Server 2008</li> <li>• Windows MultiPoint Server 2010 Academic</li> <li>• Windows SBS 2008</li> <li>• Windows Server 2008 R2 (all editions)</li> <li>• Windows Server 2008 for WESS</li> <li>• Windows Vista</li> <li>• Windows Web Server 2008 R2</li> </ul>	<p>Go to the Windows Vista Privacy Statement at <a href="http://go.microsoft.com/fwlink/?linkid=20615">http://go.microsoft.com/fwlink/?linkid=20615</a>. Or Windows Server Privacy Highlights at <a href="http://go.microsoft.com/fwlink/?linkid=34493">http://go.microsoft.com/fwlink/?linkid=34493</a></p>
Windows Update	<p>To enable the proper functioning of the Windows Update service in the software (if you use it), updates or downloads to the Windows Update service will be required from time to time and downloaded and installed without further notice to you.</p>	<ul style="list-style-type: none"> <li>• MSDN*</li> <li>• Visual Studio with MSDN*</li> <li>• Windows 7</li> </ul>	<p>Go to the Windows 7 Privacy Statement at <a href="http://go.microsoft.com/fwlink/?linkid=104604">http://go.microsoft.com/fwlink/?linkid=104604</a>.</p>

*\*with respect to Microsoft Operating Systems*