

Definitions and General Use Rights and Restrictions

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

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

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

I. Definitions

These are common defined terms:

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

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

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

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

“You” means the entity which has entered into the volume license agreement with us under which a copy of the Software is being licensed or, if applicable, its affiliates or authorized users.

II. General Use Rights and Restrictions

These are general use rights and restrictions for all products:

Microsoft grants you specific use rights for each product you license provided you comply with all terms and

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

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

B. Updates and Supplements.

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

C. Remote Assistance.

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

D. Speech/Handwriting Recognition.

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

E. Consent to Use of Data.

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

F. Links To Third Party Sites.

You may link to third party sites through the use of the Software. The third party sites are not under the control of Microsoft, and Microsoft is not responsible for the contents of any third party sites, any links contained in third party sites, or any changes or updates to third party sites. Microsoft is not responsible for webcasting or any other form of transmission received from any third party sites. Microsoft is providing these links to third party sites to you only as a convenience, and the inclusion of any link does not imply an endorsement by Microsoft of the third party site.

G. No "Multiplexing" or "Pooling."

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

H. No Commercial Hosting.

You may not provide commercial hosting services with the Products.

I. Redistributable Components—No Warranty.

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

J. Software Assurance Benefits

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

K. Volume License Product Keys.

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

L. Termination.

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

M. Reservation of Rights.

Microsoft reserves all rights not expressly granted to you.

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» This section covers products listed in the Product List as belonging to the applications pool, with the exception of the developer tools products. See the “Developer Tools” section for use rights for those products.

I. General License Grant

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

A. General.

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(b) install an additional copy of the Software on a second, portable device for the exclusive use of the primary user of the first copy of the Software.

2. License Grant for Remote Access Technologies.

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

3. License Grant for Remote Assistance.

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

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

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8. Additional License Grant for Data Access Components.

The Software may include a set of software files associated with the Microsoft Jet database engine (the “Jet files”) and the Microsoft SQL Server Desktop Engine (“MSDE”). These files are included in the list of redistributable components for the Software. For simplicity, these files will be referred to in this Section as

the “MS DB Files.” In addition to the rights and restrictions described in the previous section under the headings “Redistributable Code” and “Distribution Requirements,” the following additional restriction applies to you: You cannot distribute the MS DB Files with an application or web page that substantially duplicates the capabilities of Microsoft Access or, in the reasonable opinion of Microsoft, competes with the same product. Furthermore, you cannot reproduce or distribute any of the MS DB Files with a commercial application or web page in conjunction with a general purpose word processing, spreadsheet or database management software product, or an integrated work or product suite whose components include a general purpose word processing, spreadsheet, or database management software product except for the exclusive use of importing data to the various formats supported by Microsoft Access. Note: a product that includes limited word processing, spreadsheet or database components along with other components that provide significant and primary value, such an accounting product with limited spreadsheet capability, is not considered to be a “general purpose” product for purposes of this Section.

B. Description of other rights and limitations

1. Volume License Product Key Validation.

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

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

2. Internet-Based Services.

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

3. Report-Writing Runtime Software Limitations.

The Software may contain report-writing runtime software (“Runtime Software”). Other than use with the Software, you may not use the Runtime Software with any other software application nor use the Runtime Software as

part of any process or system that is used to automatically deliver, share or distribute documents or other work created using the Runtime Software.

4. SharePoint Team Services.

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

5. Office Resource Kit and PowerPoint Viewer.

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

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

6. Office Web Component.

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

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

A. Encarta Deluxe 2003 and Encarta Reference Library 2003

1. Electronic Literature.

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

2. Digital Rights Management.

Content providers are using the digital rights management technology contained in the Software ("DRM") to protect the integrity of their content ("Secure Content") so that their intellectual property, including copyright, in such content is not misappropriated. Portions of the Software and third party applications such as media players use DRM to play Secure Content ("DRM Software"). If the DRM Software's security has been compromised, owners of Secure Content ("Secure Content Owners") may request that Microsoft revoke the DRM Software's right to copy, display and/or play Secure Content. Revocation does not alter the DRM Software's ability to play unprotected content. A list of revoked DRM Software is sent to your computer whenever you download a license for Secure Content from the Internet. **You therefore agree that Microsoft may, in conjunction with such license, also download revocation lists onto your computer on behalf of Secure Content Owners.** Microsoft will not retrieve any personally identifiable information, or any other information, from your computer by downloading such revocation lists. Secure Content Owners may also require you to upgrade some of the DRM components in the Software ("DRM Upgrades") before accessing their content. When you attempt to play such content, Microsoft DRM Software will notify you that a DRM Upgrade is required and then ask for your consent before the DRM Upgrade is downloaded. Third party DRM Software may do the same. If you decline the upgrade, you will not be able to access content that requires the DRM Upgrade; however, you will still be able to access unprotected content and Secure Content that does not require the upgrade.

3. Mandatory Operating Systems Software Upgrades.

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

B. Encarta Online Deluxe

For each license you acquire, you may access and use the secure web site known as Microsoft Encarta Online Deluxe (the "Product") in accordance with the Product's Terms of Use, as set forth at <http://privacy.msn.com/tou/#encarta>. You will be entitled to any Components and Updates made available under the Encarta Online Deluxe Subscription Program during the subscription term. You agree to restrict access to the Product to computer workstations physically located within your facility. You may not allow remote or dial-in access to the Product. Microsoft retains the right

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C. FrontPage

1. Restrictions on use of FrontPage Web Components.

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

D. MapPoint, Streets & Trips, and AutoRoute

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

1. Systems Administrators.

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

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

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

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

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

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

"Real-time" solutions are those applications in which there is no measurable delay between the time at which a GPS location is acquired and the time this location is made available to the application. "Near real-time" takes

into account network latency, transmission time and any other systems delays.

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

E. Money 2004

Description of Other Rights and Limitations.

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

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

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

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

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

Mandatory Operating Systems Software Upgrades.

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

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

Use of Multilingual User Interface Packs (the "Multi-Language Components") is subject to the terms and conditions of the product use rights (the "Product EULA") for the applications product you have licensed (the "Product") and these terms and conditions. To the extent that these terms conflict with terms in the Product EULA,

these terms control solely with respect to the Multi-Language Components. The Multi-Language Components add either English or multi-language functionality to your copy of the Product. The Multi-Language Components are a part of the Product and are intended for use by you solely in conjunction with the Product.

G. Office Professional for Mac

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

H. Press Step by Step Courseware

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

I. Windows Media Producer 1.0

1. Use of Templates.

For purposes of this section, the term "Components" means Microsoft Windows Media Producer Templates. In addition to the General License Grant above, Microsoft grants you a license to use the Components, or any portion thereof, subject to the General License Grant and these terms and conditions. To the extent that these terms conflict with terms of the General License Grant, these terms control solely with respect to the Components.

2. Derivative Works; Redistribution Rights.

Microsoft grants you the non-exclusive, royalty-free rights to use, modify and create derivative works of the Components (but not Windows Media Producer 1.0) for the purpose of designing, developing and marketing a product or service by you ("Application"). You may reproduce, sublicense and distribute the Components (and any modifications thereto made by you) provided that you agree: (a) not to use Microsoft's name, logo, or trademark to market any software product or services developed by you; (b) to indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorneys' fees and costs, that arise or result from the use or distribution of the Components or Applications; and (c) to permit further redistribution of the

Components by your end-user customers only under the same restrictions imposed on you.

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

1. Systems Administrators.

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

2. Additional Microsoft Visio Network Equipment Shapes.

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

3. Visio Enterprise Network Tools.

For every license of Microsoft Visio Enterprise Network Tools you acquire, you must have an equivalent number of licenses for Microsoft Visio 2002 Professional Edition.

K. Virtual PC

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

L. Virtual PC for Mac.

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2. Description of Other Rights and Limitations.

a. Embedded Operating System Software. The Software may be provided with an embedded version of an operating system product (“EOS”). Inclusion of a copy of the EOS with the Software entitles you to use only the

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

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

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

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M. Work at Home (“WAH”)

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N. Works

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Microsoft Systems

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I. General License Grant

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A. Installation and Use.

For each license acquired, you may install, use, access, display and run on the single computer, such as a workstation, terminal or other device (“Workstation Computer”) on which such copies are first installed up to two copies of the Software (or any prior version). The copies may be two different versions (e.g., Windows XP Professional and Windows 2000 Professional). The Software may not be used by more than two processors at any one time on any single Workstation Computer.

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B. Volume License Product Key Validation

There are technological measures in the Software that are designed to prevent unlicensed use of the Software. We will use those measures to help ensure you have a valid Volume License Product Key for the Software. If you are not using a valid Volume License Product Key for the Software, you are not allowed to install the Software or future Software updates. Microsoft will not collect any personally identifiable information from your Workstation Computer during this process.

C. Device Connections.

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

D. MultiLanguage Versions.

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

II. Exceptions

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

A. Windows XP Professional

1. Remote Desktop/Remote Assistance/NetMeeting.

The Software contains Remote Desktop, Remote Assistance, and NetMeeting technologies that enable the Software or applications installed on the Workstation Computer (sometimes referred to as a host device) to be accessed remotely from other Devices. You may use the Software’s Remote Desktop feature (or other software which provides similar functionality for a similar purpose) to permit any Device to use, access, display or run the Software without acquiring a license for the Software on

that Device, provided only one user uses, accesses, displays, or runs the Software at any one time. When you are using Remote Assistance or NetMeeting (or other software which provides similar functionality for a similar purpose) you may share your session with other users without acquiring additional licenses for the Software. For Microsoft and non-Microsoft applications, you should consult the license agreement accompanying the applicable product or contact the applicable licensor to determine whether use of the product with Remote Desktop, Remote Assistance, or NetMeeting is permitted without an additional license. As used above, a session means the experience delivered by the Software similar to when a user is using the input, output and display peripherals attached to the Workstation Computer.

2. Description of other rights and limitations.

a. Digital Rights Management.

Content providers are using the digital rights management technology contained in the Software ("DRM") to protect the integrity of their content ("Secure Content") so that their intellectual property, including copyright, in such content is not misappropriated. Portions of the Software and third party applications such as media players use DRM to play Secure Content ("DRM Software"). If the DRM Software's security has been compromised, owners of Secure Content ("Secure Content Owners") may request that Microsoft revoke the DRM Software's right to copy, display and/or play Secure Content. Revocation does not alter the DRM Software's ability to play unprotected content. A list of revoked DRM Software is sent to your computer whenever you download a license for Secure Content from the Internet. You therefore agree that Microsoft may, in conjunction with such license, also download revocation lists onto your computer on behalf of Secure Content Owners. Microsoft will not retrieve any personally identifiable information, or any other information, from your computer by downloading such revocation lists. Secure Content Owners may also require you to upgrade some of the DRM components in the Software ("DRM Upgrades") before accessing their content. When you attempt to play such content, Microsoft DRM Software will notify you that a DRM Upgrade is required and then ask for your consent before the DRM Upgrade is downloaded. Third party DRM Software may do the same. If you decline the upgrade, you will not be able to access content that requires the DRM Upgrade; however, you will still be able to access unprotected content and Secure Content that does not require the upgrade.

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

The right to use the WMFSDK components contained in the Software to develop a software application that uses Windows Media technology is available separately. If you wish to use the WMFSDK to develop such an application, visit

<http://msdn.microsoft.com/workshop/imedia/windowsmedia/sdk/wmsdk.asp>, accept a separate license for the WMFSDK, download the appropriate WMFSDK, and install it on your system.

c. Internet Gaming/Update Features.

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

d. Internet-based Services Components.

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

3. Additional Software/Services.

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

B. Windows XP Embedded

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

a. Terminal services protocols. If an Embedded System includes terminal services protocols (such as Remote Desktop Protocol or Independent Computer

Architecture) to enable the Embedded System to connect to and access applications running on a server, you must ensure that no Office Automation and Personal Computing Functions run locally on the Embedded System, except for network/Internet browsing functionality.

b. Maximum number of devices connected to Embedded System. Provided that the Embedded System continues to qualify as an Embedded System under the terms set forth in your applicable license agreement, and without limiting the number of computers or other electronic devices that might connect to the Embedded System to access or utilize Licensee Software or other XPe services on the Embedded System, a maximum of ten (10) computers or other electronic devices may connect to the Embedded System to access and use XPe file and print services, internet information services, or remote access (including connection sharing). The ten-connection maximum includes any indirect connections made through “multiplexing”, or other software or hardware which pools or aggregates connections.

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

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

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

f. Deployment via SDI2HD. You may distribute the System Deployment Image to Hard Drive utility tool (“SDI2HD”) included in the Toolkit together with an Image (i.e., Recovery Image, Update Image or the initial Image) to enable deployment of the Image. You shall advise

your employees that the SDI2HD may be used only to deploy Images to the Embedded Systems.

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

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

i. Use of NetMeeting/Remote or Assistance/Remote features. XPe may contain NetMeeting, Remote Assistance, and Remote Desktop technologies that enable it or other applications installed on the Embedded System to be used remotely between two or more computing devices, even if the SOFTWARE or application is installed on only one Embedded System. You may use NetMeeting, Remote Assistance, and Remote Desktop with all Microsoft products; provided however, use of these technologies with certain Microsoft products may require an additional license. For both Microsoft products and non-Microsoft products, you should consult the license agreement accompanying the applicable product or contact the applicable licensor to

determine whether use of NetMeeting, Remote Assistance, or Remote Desktop is permitted without an additional license.

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

k. Additional software or related services. XPe may permit us or our affiliates to provide or make available to you XPe updates, supplements, add-on components, or Internet-based services components of XPe after the date you obtain your initial copy of XPe (“Supplemental Components”). If we or our affiliates make available Supplemental Components, and no other licensing terms are provided, then these terms shall apply, except that the Microsoft affiliate entity providing the Supplemental Component(s) shall be the licensor of the Supplemental Component(s).

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

l. Windows Media Format Software Development Kit (“WMFSDK”). See the note in section II(A)(2)(b) above.

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

n. Open source code software

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

(ii) Your license to XPe specifically excludes any license, right, power or authority to subject XPe or derivative works thereof in whole or in part to any terms of an Excluded License. Without limiting the generality of the preceding sentence, you do not have any license, right, power or authority to (A) create derivative works of XPe in

any manner that would cause XPe or derivative works thereof in whole or in part to become subject to any of the terms of an Excluded License; or (B) distribute XPe or derivative works thereof in any manner that would cause XPe or derivative works thereof in whole or in part to become subject to any of the terms of an Excluded License. You shall not take any action inconsistent with this exclusion.

(iii) You shall indemnify and hold us and our suppliers harmless from and against all damages, including, without limitation, attorneys’ fees, arising from or related to your or your affiliates’ breach of this Section.

C. Windows Pre-installation Environment

The following terms replace the General License Grant.

1. Installation and Use.

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

2. Documentation.

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

3. Description of Other Rights and Limitations.

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

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

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

D. Corporate Error Reporting (CER).

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

Microsoft Servers and Business Solutions

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

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

Some server products have redistributables with associated rights and restrictions.

I. Definitions and General Use Rights and Restrictions

A. Definitions.

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

“CAL” means client access license.

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

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

“Device Software” – see Client Software.

“External User” Except as otherwise provided with respect to any particular product in any of the following product specific sections, “External User” means any person (not an organization) who is not any of the following:

- (a) your full-time, part-time or temporary employee;
- (b) agency temporary personnel or independent contractor on assignment at your worksite; or

(c) your customer to whom you provide hosted services with the Server Software.

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

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

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

“OMAL” means Outlook Mobile Access license.

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

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

“User” means an individual person.

B. CAL (and certain other access license) Requirements

1. Single Licensee.

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

2. Version Matching.

Any required CAL, External Connector license, Internet Connector license, OMAL, Operations Manager Base License or Operations Manager Application License, or User License must have the same or later version number than the corresponding version number of the Server Software (or licensed CRM Module) being used. For purposes of version matching, each Core CAL you acquire is deemed to have, with regard to each individual