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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.

“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.

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Updates and Supplements. These rights and restrictions apply to updates or supplements to the original Product provided by Microsoft (for example, subsequent installments of MSDN), unless we provide other terms along with the update or supplement.

Application Sharing. The Software may contain technology that enables applications to be shared between two or more single computers, workstations,

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Consent to Use Data. You agree that Microsoft and its affiliates may collect and use technical information gathered in any manner 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. Microsoft may disclose this information to others, but not in a form that personally identifies you.

Note on Java Support. The Software may contain support for programs written in Java. Java technology is not fault tolerant and is not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, direct life support machines, or weapons systems, in which the failure of Java technology could lead directly to death, personal injury, or severe physical or environmental damage. Sun Microsystems, Inc. has contractually obligated Microsoft to make this disclaimer.

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.”

No Commercial Hosting. You may not provide commercial hosting services with the Products.

Termination. Microsoft may terminate your rights under a given license if you do not abide by these

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» You will see this arrow to help guide you through this document.

Microsoft Applications

» 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.

General License Grant

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

General. For each license acquired, you may install and use one copy of the Software, any component product of the Software, and any prior version of the Software or any component on a single computer, device, workstation, terminal, or other digital electronic or analog device ("Device"). For each license acquired, you may make a second copy of the Software and install it on a portable Device for the exclusive use of the person who is the primary user of the first copy of the Software.

Exceptions

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

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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, which are presently set forth at <http://encarta.msn.com/shared/corpcitizen/tou.shtm>.

You will be entitled to any Components and Updates made available under the Encarta Online Deluxe Subscription Program during the subscription term. You agree to restrict access to the Product to computer workstations physically located within your facility. You may not allow remote or dial-in access to the Product. Microsoft retains the right to audit you monthly for unauthorized uses of or access to the Product. In the event of any unauthorized use by an Authorized User, you will take all reasonable steps to cause such Authorized User to cease such activity and to prevent any recurrence thereof. Microsoft reserves the right to immediately terminate the agreement under which the license is obtained or access to the Web Site by you or

by Authorized User(s) for violation of any applicable terms and conditions.

2. FrontPage*

(*version corresponding to Office XP)

FrontPage web components. For purposes of this section, the Software means the FrontPage Web components, including the MSNBC news headline component, the MSN MoneyCentral Stock Quote component, and the MSN Search component.

Installation and Use. You may install and use any number of copies of the Software on server computers to provide services as part of your web site on the Internet that you design with FrontPage and that is not a mobile wireless or interactive television site ("Your Web Site").

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

5. Office XP*

(* And, except as otherwise noted in these exceptions, any other applications product commercially released simultaneously with or subsequently to Office XP).

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6. Press Step by Step Courseware

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7. Project 2000 and Windows Media Producer 1.0

For purposes of this section, the term "Components" means (i) with respect to Project 2000, the Microsoft Project 2000 Templates located in Program Files/Microsoft Office/Templates directory (the "Components"), and (ii) with respect to Windows Media Producer 1.0, 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

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8. . Project Central

In addition to the General License Grant above, for each license acquired, you may log one user onto your Microsoft Project Central Server for the purpose of enabling such user to participate in project workgroup communication for projects managed through your use of Microsoft Project 2000.

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

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.

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.

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.

10. Work at Home

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Subject to the limitations, requirements and restrictions identified below, for each Work at Home license acquired, you may permit one Work-at-Home Employee to install, use, access, display, run, or otherwise interact with ("Run") from a single home computer, workstation, terminal, handheld PC, pager, "smart phone", or other electronic device ("Home Computer") one copy of the Software. As used in this provision, the term "Work-at-Home Employee" means an employee of yours (or an independent contractor providing substantially full-time services to you of the type that are customarily performed by your employees) who is the primary user of an At-Work Computer. As used herein the term "At-Work Computer" means a computer, workstation, terminal, handheld PC, pager, "smart phone", or other electronic device provided by you on which a properly licensed copy of the Software Runs. In place of the version of the Software identified on the License Confirmation (or equivalent evidence of license), the Work-at-Home Employee may use any later version of the Software he or she may properly use on his or her At-Work Computer pursuant to a license or upgrade right (e.g., under Upgrade Advantage or an Enterprise Enrollment/Enterprise Agreement). You must maintain records adequate to permit identification of the number and identity of Work-at-Home Employees permitted to Run a copy of the Software pursuant to these provisions. In addition to the notice to user requirements described in your license agreement, you will notify each Work-at-Home Employee that Runs a copy of the Software on a Home Computer pursuant to these provisions that such copy must be deleted and removed from the temporary memory (RAM) and permanent memory (e.g. hard disk) of such Home Computer immediately upon any event which causes him or her no longer to be a Work-at-Home Employee (as that term is defined herein). Notwithstanding anything to the contrary in your license agreement, Work-at-Home licenses are not transferable under any circumstances without the prior written consent of Microsoft. Your Work-at-Home Employees' use of the Software is subject to product specific restrictions, if any, noted above.

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The Product may not be used by more than two (2) processors at any one time on any single Workstation Computer. You may permit a maximum of ten (10) computers or other electronic devices (each a "Device") to connect to the Workstation Computer to utilize the services of the Product solely for 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. Except as otherwise permitted by the NetMeeting, Remote Assistance, and Remote Desktop features described in the Windows XP Professional section below, you may not use the Product to permit any Device to use, access, display or run other executable software residing on the Workstation Computer, nor may you permit any Device to use, access, display or run the Product or the Product's user interface, unless the Device has a separate license for the Product.

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.

Exceptions

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Security Updates. Content providers are using the digital rights management technology ("Microsoft DRM") contained in this Product 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

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Description of other rights and limitations.

NetMeeting/Remote Assistance/Remote Desktop Features. The Product contains NetMeeting, Remote Assistance, and Remote Desktop technologies that enable the Product or other applications installed on the Workstation Computer to be used remotely between two or more computers, even if the Product or application is installed on only one Workstation Computer. 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 Microsoft 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.

Internet Gaming/Update Features. If you choose to utilize the Internet gaming or update features within the Product, it is necessary to use certain computer system, hardware, and software information to implement the features. By using these features, you explicitly authorize Microsoft or its designated agent to access and utilize the necessary information for Internet gaming and/or updating purposes. Microsoft

may use this information solely to improve our products or to provide customized services or technologies to you. Microsoft may disclose this information to others, but not in a form that personally identifies you.

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

Links To Third Party Sites. You may link to third party sites through the use of the Product. 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.

Microsoft Servers

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

Application Center 2000
BackOffice 2000 Server
BizTalk Accelerator for HIPAA 1.0
BizTalk Accelerator for Suppliers 1.0
BizTalk Adapter for MQSeries 1.0 Enterprise Edition
BizTalk Adapter for SAP 1.0
BizTalk Server 2000 ("BizTalk 2000")
BizTalk Server 2002 Enterprise Edition ("BizTalk 2002")
BizTalk Server Accelerator for Rosettanet 1.0
Commerce Server 2000 Enterprise Edition
Content Management Server 2001
Core CAL
Encarta Class Server 1.0
Exchange 2000 Conferencing Server
Exchange 2000 Server
Host Integration Server 2000 ("HIS")
Internet Security and Acceleration Server 2000 ("ISA")
Mobile Information Server Enterprise Edition 1.0
Mobile Information Server 2002
Operations Manager 2000
Project Server 2002
Services for Netware
SharePoint Portal Server 2001
Small Business Server 2000 ("SBS 2000")
SQL Server 2000
SQL Server 2000 Runtime

System Management Server 2.0 ("SMS")
Windows 2000 Advanced Server
Windows 2000 Server
Windows NT 4.0 Server
Windows Services for Unix and Interix

Some products have redistributables with associated rights and restrictions. See the "Microsoft Applications" section of this document for use rights for Microsoft Press products.

These are common defined terms for Microsoft servers:

"**CAL**" means client access license.

"**Device**" means an electronic device.

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

"**OMAL**" means Outlook Mobile Access license.

The Product may contain the following software:

"Server Software" provides services or functionality on your computers capable of running the Server Software ("Servers");

"Client Software" allows a Device to access or utilize the Server Software.

CAL Restrictions.

You may only use CALs in conjunction with your Server Software except as otherwise noted.

Version Matching. Any CAL, Internet Connector license, OMAL, Operations Manager Base License or Operations Manager Application License must have the same or later version number than the corresponding version number of the Server Software being used. For purposes of version matching, each Core CAL you acquire is deemed to have, with regard to each individual Server Software product to which it permits access, the version number of the latest version of that Server Software product made available during the Software Assurance coverage for that Core CAL, respectively.

Per Seat or Per Server. For some products, you may use the Product in "Per Seat" or "Per Server" mode where specified. In "Per Seat" mode, you need a separate CAL for each unique Device that accesses or utilizes the Server Software. If you choose "Per Seat" mode, your choice is permanent. In "Per Server" mode, the maximum number of Devices which may access or utilize the Server Software at a given point is equal to the number of CALs that you acquire and designate for use exclusively with that Server. "Per Seat" mode CALs may also access Server Software running in the Per Server Mode, provided the additional access is

within that Server's maximum licensed capacity. You may permanently change your deployment of a "Per Server" mode CAL to "Per Seat" mode.

Transfer. You may make a one-time transfer of a "Per Seat" CAL, an OMAL, or a Operations Manager Base License or Application License to another of your Devices.

Benchmark Testing. You may not without Microsoft's prior written approval disclose to any third party the results of any benchmark test of Application Center, BizTalk 2000, BizTalk 2002, BizTalk Adapter for MQSeries, BizTalk Accelerator for HIPAA, BizTalk Accelerator for Suppliers, BizTalk Server Accelerator for Rosettanet, BizTalk Adapter for SAP, Content Management Server 2001, Commerce Server, HIS, IIS, ISA, Message Queue Server, Mobile Information Server, Project Server 2002, SQL Server, or Transaction Server, or any related client software.

Administration. Except as otherwise provided, you do not need a CAL for administration of the Server Software (including remote administration), for up to two connections to the Server.

Other Licenses. Your use of software applications installed on the Server, or accessed through the Server Software may require additional licenses -- please consult the license agreement accompanying such software.

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

» See the product specific sections below for which products that allow "limited access by other devices."

Except as otherwise provided below, you must acquire a license for each Server or Device on or from which a copy of the Server Software or Client Software is installed, used, accessed, displayed, run, or otherwise utilized.

Except as otherwise specifically identified, the terms "license" and "CAL", as they are used in any given Product section, refer to licenses and CALs for that Product or, where applicable, the Core CAL or licenses and CALs for the corresponding BackOffice Server or SBS suite.

1. Application Center 2000, BizTalk Adapter for MQSeries, BizTalk 2000, BizTalk 2002, BizTalk Accelerator for

HIPAA, BizTalk Accelerator for Suppliers, BizTalk Server Accelerator for Rosettanet, BizTalk Adapter for SAP, Commerce Server 2000 Enterprise Edition, Content Management Server 2001, HIS and ISA Servers

Installation -- Server Software. Except when licensed in the BackOffice Server 2000 or SBS 2000 suite, for each license you have acquired, you may install one copy of the Server Software on a single Server. If the Server has more than one processor, you must obtain a separate license for each processor on that Server. You may use the Server Software only with that number of processors for which you are properly licensed. **BizTalk 2000, BizTalk Accelerator for HIPAA and BizTalk Server Accelerator for Rosettanet Standard Editions.** Each copy of the Server Software may only be used by one processor of the computer on which such copy is installed. You need only one valid processor license to utilize the Server Software. The Server Software may not be used in a group beyond one machine, e.g. multiple machines all processing the same application or purpose. In addition, the Server Software may not be used to connect to more than five (5) external organizations and may not be used to connect to more than five (5) internal applications. **ISA Server.** The following listed files: H.323 Gatekeeper, Message Screener, and ISA Server Management, may be installed on a separate server for use solely in conjunction with the Server Software. **BizTalk Adapter for MQSeries.** The following listed file: MQHelper.dll may be installed on any number of separate servers for use solely in conjunction with the Server Software and you are not required to obtain a processor license for any separate server on which the MQHelper.dll is installed. **Client Software.** You may install and use the Client Software on any number of internal Devices so long as it is being used only in conjunction with the Server Software.

Device Access. Except when licensed in the BackOffice Server 2000 or SBS 2000 suite, any number of Devices may use or access the services of the Server running the Server Software so long as you have acquired a valid license for each processor running the Server Software. When licensed in the BackOffice Server 2000 suite, any number of Devices may use or access the services of the Server running the Server Software so long as you have acquired a valid license for each server running the Server Software (as required in the product use rights for the BackOffice Server 2000 suite).

BizTalk 2000, BizTalk 2002, Commerce, HIS and ISA Servers Use of Redistributable Software ("SDK Software"). If included, you may install and use copies of the SDK Software on one or more computers located at your premises solely for the purpose of building

applications that work in conjunction with the Server Software (“Applications”). You may modify the Sample Code (identified in the “samples” directories) to design, develop, and test your Applications, and may reproduce and use the Sample Code, as modified, on one or more computers located at your premises. You may also reproduce and distribute the Sample Code, along with any modifications you make thereto (for purposes of this section, “modifications” mean enhancements to the functionality of the Sample Code), and any other files that may be listed and identified in a REDIST.TXT file as “redistributable” (collectively, the “Redistributable Code”) provided that you comply with the requirements in section (I)(C)(1) of the Developer Tools section of this document.

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

Client Software. The 3270 and 5250 terminal emulation applets (“Applets”) of the HIS Client Software may be used by only one user per licensed copy of the HIS Server Software. Licenses for additional users must be acquired separately. Additionally, the Applets may only be used to access or otherwise utilize the services of HIS.

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

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

2. BackOffice Server 2000

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

A. Server Use Rights.

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

Installation--Server Software. For each license you acquire, you may install one copy of each Server Software component of the Product on a single Server. You may allocate the Server Software components of the Product among up to three Servers (“MultiServer Configuration”) provided that:

- (i) You use the BackOffice Server 2000 Setup feature to implement the MultiServer Configuration,
- (ii) Each of the Servers in the MultiServer Configuration are geographically co-located and configured within the same Microsoft Windows 2000 Active Directory Organizational Unit,
- (iii) Each of the Server Software components is only installed once in the MultiServer Configuration, and
- (iv) A separate Windows 2000 Server license is in place for each Server in the MultiServer Configuration (the Product contains only a single license for Windows 2000 Server).

Client Software. Except as otherwise provided in the sections covering individual components below, you may install the Client Software on any Device.

CAL Requirements.

(i) General. Except as otherwise provided below or in the component sections, you must acquire CALs in order to access or otherwise utilize the services or

functionality of the Server Software, whether you use the Client Software or any other software to do so. BackOffice Server 2000 CALs authorize access and use of each of the Server Software components of the Product that require a CAL. You may also access and use individual Server Software components of the Product by acquiring CALs for those individual Server Software components.

(ii) Mode of Deployment. You may deploy CALs for Microsoft Windows 2000 Server in either “Per Seat” or “Per Server” mode. CALs for Microsoft BackOffice Server 2000, Exchange 2000 Server, SQL Server 2000 and SMS may only be deployed in “Per Seat” mode.

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

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

Use of Administrator Tools. You may install and use the integrated BackOffice Server Management Console and related tools on any Device within your organization for the sole purpose of administering Server Software and Client Software components of the Product acquired in connection with the Product.

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

You may move the Server Software to a different Server; provided, however, that if the Server Software components of the Product are installed in a MultiServer Configuration, you may only move the Server Software to another Server in the MultiServer Configuration. **Prior Versions.** Any right you have to install and use prior versions of the Software extends to the individual components of the Server Software, so long as they are installed and used on a single Server or within the same MultiServer Configuration.

Upgrades of a Component of the Microsoft BackOffice Server 2000 Suite. You may upgrade a component within the BackOffice Server suite, so long as the upgraded component is run on the same Server on which the component being upgraded is installed, unless the upgraded component is an Enterprise or Commerce Edition, in which case you may use the upgraded component as a stand-alone product.

Subject to the immediately preceding sentence, when you install the upgraded component, (i) the upgraded component replaces the component in the suite being upgraded, (ii) your use of the upgraded component is subject to the terms of use associated with that component, and (iii) the remaining components of BackOffice Server may only be used in accordance with these use terms.

B. CAL Use Rights.

Unless otherwise noted, defined terms have the same meaning as in the section covering BackOffice Server above. For each CAL acquired, you may access or otherwise use the services or functionality of licensed Server Software in the manner provided for in the section covering BackOffice Server above.

3. (BackOffice) SBS 2000

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

A. Server Use Rights.

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

Installation and Use--Server Software. For each license acquired, you may install and use one copy of the Server Software on a single Server, provided that such Server may not be connected to more than fifty (50) Devices. You may not separate the Server Software components for use on more than one Server. Regardless of the number of licenses you acquire for the Product, only a single instance of the Product may run in a single domain (other than for data migration purposes for the period of time necessary to complete the data migration). Client Software. Subject to the Component product limitations, you may install and use the Client Software on up to fifty (50) Devices, provided that you have dedicated a CAL to each such Device.

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

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

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

Use of Administrator Tools. You may install and use the integrated SBS Management Console and related tools and snap-ins on any Device within your organization for the sole purpose of administering the Server Software or Client Software components acquired as part of the Product.

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

B. CAL Use Rights.

Unless otherwise noted, defined terms have the same meaning as in the Server use rights section above.

For each license acquired, you may access or otherwise use the services or functionality of licensed Server Software in the manner provided for in the Server use rights section above. SBS 2000 CALs grant you access to the Server Software only when it is acquired as part of the SBS suite.

4. Core CAL

» The Core CAL is a client access license for Exchange Server, SharePoint Portal Server, Systems Management Server and Windows Server (and any other Server Software product that we may designate as a Core CAL component from time to time in the Product List). The Core CAL entitles you to access (as described in these product use rights) the version of each such Server Software product that is available at the time you order the Core CAL. The current version of each such Server Software product is identified in the Product List. Software Assurance for the Core CAL further entitles you to access (as described in these product use rights) any later version of the same Server Software products made available during the Software Assurance coverage period. Upon expiration of such coverage, except as otherwise provided in your license agreement, you will have a perpetual license to access (as described in these product use rights) the latest version of those Server Software products then available.

CAL Use Rights.

Unless otherwise noted, defined terms have the same meanings as in the product use rights covering the Server Software products permitted to be accessed by a particular Core CAL. For each Core CAL acquired, you may access or otherwise use the services or functionality of licensed Server Software in the manner provided for in the product use rights covering those Server Software products. Notwithstanding any references to specific product CALs in the corresponding Server Software product product use rights, Core CALs authorize access and use of each of the components of each such Server Software product that require a CAL.

5. Encarta Class Server

A. Server Use Rights.

Installation--Server Software. You may install one copy of the Server Software on a single Server.

Client Software. You may install the Client Software on (i) any Device for which you have acquired an Encarta Class Server CAL, and (ii) on any Device not owned or leased by you, and not located on your premises, provided that, the primary user of such Device is employed by you.

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

Remote Access. You may permit any number of Devices to access a single copy of the Product via the Internet, provided that the user of any such Device is (i) employed by you, (ii) your registered student, or (iii) the parent or legal guardian of your registered student, and further provided that such Devices are not (i) owned or leased by you, or (ii) located on your premises.

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. CAL Use Rights.

For each CAL acquired, you may access or otherwise use the services or functionality of licensed Server Software in the manner provided for in the Encarta Class Server section above.

6. Exchange 2000 Server and Exchange 2000 Conferencing Server**

**Not available in BackOffice or SBS suites

A. Exchange 2000 Server Use Rights.

Installation--Server Software. For each license acquired, you may install one copy of the Server

Software on a single Server. You may not separate component parts of the Server Software for use on more than one Server. **Client Software.** You may install the Client Software on any Device for which you have acquired a CAL. Exchange Server 5.5 Software may accompany the Server Software. In the event it does, you may install one copy of the Exchange Server 5.5 Software on the same server on which you install the Server Software solely for the purpose of enabling the functioning of the Server Software.

Exchange 2000 Server CAL Requirements.

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

- **Anonymous Access.** You do not need a CAL for anonymous access to the Server Software. Anonymous access occurs when an Unauthenticated Device accesses information held in the Server without having a mailbox or custom recipient object which identifies the Device. "Unauthenticated Device" means a Device that (i) does not directly or indirectly utilize Windows 2000 Server Integrated Sign-On Service and (ii) does not receive credentials from Windows 2000 Directory Services.
- **Limited Access by Other Devices.** Limited access for other devices is permitted as described in the first servers section above.

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

B. Exchange 2000 Conferencing Server - Server Use Rights.

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

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

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

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

Installation of Server Software on Fail-over Server. Each Server used in a clustered environment for fail-over purposes requires a separate licensed copy of the Server Software.

C. CAL Use Rights.

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

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

A. Server Use Rights.

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

CAL Requirements.

You must acquire a separate CAL for each Device which accesses or otherwise utilizes the services or functionality of the Server Software, other than the OMA Software (defined below), unless otherwise noted below.

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

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

B. CAL and OMAL Use Rights.

For each CAL or OMAL acquired, you may access or otherwise use the services or functionality of licensed Server Software in the manner provided for in the section covering Mobile Information Server above.

8. Operations Manager 2000

The Product may contain the following software:

- "Server Software," as defined in this section, provides centralized event monitoring and management services or functionality from your server (your computer on which the Server Software is installed is the "Manager Server");

- “Client Software” enables an electronic device (a “Managed Device”) to be monitored and/or managed by the Server Software.

Installation – Server Software. You may install and use the Server Software on multiple Manager Servers, provided you have acquired the appropriate number of Base Licenses and Application Licenses, as described below. You may not separate component parts of the Server Software for use on more than one Manager Server. **Client Software.** You may install the Client Software on multiple Managed Devices, provided you have acquired the appropriate number of Base Licenses and Application Licenses, as described below.

License Requirements – “Per Processor.” You must acquire a separate Microsoft Operations Manager 2000 Base License (“Base License”) for each processor on each Manager Server, and for each processor on each Managed Device that is monitored and/or managed by the Server Software, whether or not you use the Base Management Pack Rules of the Server Software (as described in the Product documentation). In addition to any Base License required, you must acquire a Microsoft Operations Manager 2000 Server Application License (“Application License”) for each processor on each Managed Device (including your Manager Server) that is monitored and/or managed by the Server Software using the Application Management Pack Rules of the Server Software (as described in the Product documentation). Base Licenses and Application Licenses that you acquire may be used only in conjunction with your Server Software.

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

9. Project Server 2002

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

Client Software. You may install the Client Software (PROJECT SERVER) on any internal Device.

CAL Requirements. You must acquire a separate CAL for each Device that accesses or otherwise utilizes the services of the Server Software.

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

10. . Services for NetWare

Installation--Server Software. You may install an unlimited number of copies of the Server Software on Servers residing on your premises that are running the appropriate Microsoft Windows operating system as described in the user documentation published by Microsoft. **Client Software.** You may install the Client Software on any Devices.

11. SharePoint Portal Server

A. Server Use Rights.

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

Client Software. You may install the Client Software on any Device for which you have acquired either a Microsoft SharePoint Portal Server CAL or a Core CAL.

CAL Requirements.

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

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

Additional License Grant for System Administrators.

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

B. CAL Use Rights.

For each SharePoint Portal Server CAL or a Core CAL acquired, you may access or otherwise use the services or functionality of licensed Server Software in the manner provided for in the section covering SharePoint Portal Server above.

12. SQL Server 2000 and SQL Server 2000 Runtime-Restricted Use (“SQL 2000 Runtime”)**

» SQL Server 2000 is available in per seat or per processor licenses. ***SQL 2000 Runtime is not available in the BackOffice or SBS suites.

A. Server Use Terms.

For SQL Server 2000 acquired outside the BackOffice Server 2000 and SBS suites and SQL 2000 Runtime, you may use the Product either in “Per Seat” (with CALs) or “Per Processor” mode, and you may not

change the type of use. For SQL Server 2000 acquired within the BackOffice Server 2000 or SBS suite, you may only use the Product in "Per Seat" (with CALs) mode.

Per Seat

Installation -- Server Software. For each license acquired, you may install and use one copy of the Server Software on a single Server. **SQL Server, Enterprise Edition.** If you have acquired the Enterprise Edition of the Server Software, you may install any number of instances of the Server Software on that Server. An "instance" means a running copy of the Server Software. **Client Software.** You may install the Client Software (SQL Server Personal Edition) on any internal Device.

SQL Server 2000 CAL Requirements. You must acquire a separate CAL for each Device that:

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

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

» Or you may acquire the per processor license:

Per Processor

Server Software. For each license acquired, you may install one copy of the Server Software on a single Server. If the Server has more than one processor, you must obtain a separate license for each processor on that Server. You may use the Server Software only with that number of processors for which you are properly licensed. You may use the Management Tools, Books-Online, and Development Tools components of Microsoft SQL Server (collectively "Tools") solely for internal use in conjunction with your Server Software. **SQL Server, Enterprise Edition.** If you have acquired the Enterprise Edition of the Server Software, you may also install any number of instances of the Server Software on the Server for use by any processor for which you have acquired a license. An "instance" means a running copy of the Server Software. **Client Software.** You may install and use the Client Software (SQL Server Personal Edition) on any number of internal Devices so long as it is being

used only in conjunction with the Server Software, and, in the case of SQL 2000 Runtime, the integrated software turnkey application or suite of applications delivered with the Product ("Integrated Application").

SQL Server 2000 Device Access. Any number of Devices may use or access the services of a Server running the Server Software so long as you have acquired a valid license for each processor running the Server Software.

SQL Server 2000 Runtime Device Access. Any number of Devices may use or access the services of the Server Software in conjunction with the Integrated Application so long as you have acquired a valid license for each processor running such Server Software. You may permit Devices to access or use only the services of the Server Software provided with the Integrated Application.

Installation of Server Software on Passive Fail-Over Server. If the Server Software is used in a clustered environment, you may use the Server Software on a temporary basis on a Server that is employed only for fail-over support (the "Passive Server") so long as the number of processors on the Passive Server does not exceed the number of processors on your primary active Server.

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

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

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

B. CAL Use Rights.

Unless otherwise noted, defined terms have the same meaning as in the Server use rights section above.

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

13. SMS Server

A. Server Use Terms.

You may install and use Server Software and Client Software as provided in the BackOffice Server 2000 section above (except in the case of Server Software and Client Software licensed within the BackOffice Server 4.5 or SBS 4.5 suite, which may be installed and used as provided in the BackOffice Server 4.5 or SBS 4.5 section above, respectively), subject to the restrictions noted here. **Client Software.** You may install and use the Installer component of the Client Software ("SMS Installer") only on Devices within your organization and only for the purpose of creating installation programs through the use of SMS Installer ("Setup Programs"). You may also use and modify the source code designated as "Sample Code" in the SAMPLES.TXT file for the sole purposes of designing, developing, and testing your Setup Programs. You may also install and use in object code form the Redistributable Components (as defined below), along with any modifications you may make to the Sample Code, only on Devices within your organization for a purpose other than creation of Setup Programs, so long as you comply with the requirements set forth in section (I)(E)(3)(g) of the Developer Tools section of this document.

Client Access. You do not need a CAL in order to solely execute Systems Management Server-to-Systems Management Server communications that are solely managing a third Device.

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

Administration Console or Utilities. You also do not need to acquire a CAL for Microsoft SQL Server to use the administration console or utilities provided with

Systems Management Server to access or otherwise utilize the services of Microsoft SQL Server.

Software Metering, Logon Point, and Client Access Points.

For SMS Server licensed outside the BackOffice Server 2000 suite, you may install and use the Metering Services and Client Access Points components of the Server Software on any computer running a validly licensed copy of Windows NT Server within your organization. For SMS Server licensed within the BackOffice Server 2000 suite, you may install and use the Software Metering, Logon Point, and Client Access Point components of the Server Software on any computer running a validly licensed copy of any version of Windows NT Server or Window 2000 Server products within your organization.

Upgrades of a Component of the BackOffice Server 4.5 or SBS 4.5 Suites. See conditions noted in the BackOffice Server 4.5 and SBS 4.5 sections above.

B. CAL Use Rights.

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

14. Windows 2000 Server and Windows 2000 Advanced Server*

*Not available in the BackOffice Server or SBS suites.

A. Server Use Rights.

Installation—Server Software. For each license acquired, you may install one copy of the Server Software on a single Server. You may not separate component parts of the Server Software for use on more than one Server. **Client Software.** You may install the Client Software on any Devices. **Processor Limits.** You may use the Server Software for Microsoft Windows 2000 Server with up to four CPUs of the Server at any one time. You may use the Server Software for Microsoft Windows 2000 Advanced Server with up to eight CPUs of the Server at one time.

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

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

"**Authenticated User**" is a user who directly or indirectly utilizes the Windows 2000 Server Integrated

Sign-On Service or receives credentials from the Windows 2000 Directory Services.

“Windows 2000 Server Services” include File Services (accessing or managing files or disk storage), Printing Services (printing to a printer managed by the Product), Remote Access Service (accessing the Server from a remote location through a communications link, including a virtual private network), and Terminal Services.

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

Deploying CALs. Except when the Product is licensed within the SBS 2000 suite, you may deploy CALs in either “Per Seat” or “Per Server” mode. In “Per Seat,” you need a separate CAL for each unique Device that accesses or utilizes the Server Software, as described in the Windows 2000 Server CAL Requirements section above. You can deploy Windows 2000 Server CALs in Per Seat or Per Server mode as defined above. When using Terminal Services, the Product may not be used in Per Server.

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

Internet Connector. For each Internet Connector license you have acquired, you have the right to permit any number of Devices that are used by Authenticated Users or that use Windows 2000 Server Services to access a single copy of Windows 2000 Server or Windows 2000 Advanced Server, without the need to acquire Windows 2000 Server CALs for each Device, provided such Devices are used only by Internet Users.

Terminal Services Internet Connector. For each Internet Connector license you have acquired, you have the right to permit any number of Devices to access the Terminal Services of a single copy of Windows 2000 Server or Windows 2000 Advanced Server, without the need to acquire Terminal Server CALs, Microsoft Windows 2000 Server CALs or Microsoft Windows 2000 Professional Licenses for each Device, provided that such Devices are used only

by Internet Users and a maximum of 200 Devices are connected to the Product and using Terminal Services at any one time.

B. CAL Use Rights.

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

C. MultiLanguage Versions.

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

D. Work at Home.

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

Subject to the limitations, requirements and restrictions identified below, for each license acquired, you may permit one Work-at-Home Employee to access or otherwise utilize the Terminal Services of the Microsoft Server Software identified on your License Confirmation (the “Server Software”), where such Server Software is licensed by you, via a direct or indirect connection between a single home Device (“Home Device”) and the Server running the Server Software, solely for work-related purposes. “Work-at-

Home Employee” means an employee of yours (or an independent contractor providing substantially full-time services to you of the type that are customarily performed by your employees) who is the primary user of an At-Work Device. “At-Work Device” means a Device provided by you from which the Terminal Services may be accessed or otherwise utilized. In place of the version of the Server Software identified on the License Confirmation (or equivalent evidence of license), the Work-at-Home Employee may access or otherwise utilize the Terminal Services of any later version of the Server Software he or she may properly access or otherwise utilize from his or her At-Work Device pursuant to a license or upgrade right (e.g., under Upgrade Advantage or an Enterprise Enrollment). You agree to maintain records adequate to permit identification of the number and identity of Work-at-Home Employees permitted to access or otherwise utilize the Terminal Services. In addition to the notice to user requirements described in your license agreement, you agree to notify each Work-at-Home Employee that accesses or otherwise utilizes the Terminal Services from a Home Device pursuant to these provisions that such access or utilization: (i) must be for work-related purposes; and (ii) must be terminated immediately upon any event which causes him or her no longer to be a Work-at-Home Employee. Notwithstanding anything to the contrary in your license agreement, Work-at-Home licenses are not transferable under any circumstances without the prior written consent of Microsoft.

15. Windows NT Server

A. Server Use Rights.

You may install and use Server Software and Client Software as provided in the BackOffice Server 4.5 section above (except in the case of Server Software and Client Software licensed within the SBS 4.5 suite, which may be installed and used as provided in the SBS 4.5 section above), subject to the restrictions noted here.

Processor Limitation. The Server Software may be used by no more than four (4) processors of the Server at any one time, unless you have Windows NT Server, Enterprise Edition, in which case the Server Software may be used by no more than eight (8) processors of the Server at any one time.

Client Access. You need a separate CAL in order to access or otherwise utilize the following Windows NT Server basic network/application services, components or functionality: File Services (accessing or managing files or disk storage), Printing Services (printing to a server managed by a Windows NT Server), Microsoft Message Queue Server (sending or receiving messages from Microsoft Message Queue Server), Microsoft Transaction Server (invoking component-

based applications managed by Microsoft Transaction Server), Remote Access Service (accessing the server from a remote location through a communications link), and Terminal Server Services (as defined below). Note: Remote Access Service includes the use of Internet Connection Services, including Internet Authentication Services (validation or transference of a remote access request) or Connection Point Services (remotely configuring the Microsoft Connection Manager Client with new phone numbers or other data). You do not need a CAL for Windows NT Server to access or otherwise utilize any other Windows NT Server services or functionality.

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

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

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

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

Upgrades of a Component of the BackOffice Server 4.5 or SBS 4.5 Suites. See conditions noted in the BackOffice Server 4.5 and SBS 4.5 sections above.

B. Windows NT CAL Use Rights.

Unless otherwise noted, defined terms have the same meaning as in the Server use rights section above. For each CAL acquired, you may access or otherwise use the services or functionality of licensed copies of Windows NT Server in the manner provided for in the Server use rights section. Each CAL for Microsoft Windows NT Server used in the Per Seat Mode may

also be used to access or otherwise use the services or functionality of Microsoft Windows NT Server, Terminal Server Edition, provided that you comply with the terms and conditions set forth in the Server Use Rights section above.

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

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

16. Windows Services for UNIX and Interix

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

Installation on Microsoft Windows Products— If you install the Server Software on a Server that is running Microsoft Windows NT Server (any version), Windows 2000 Server, or Windows 2000 Advanced Server (“Microsoft Server Products”), you must use the Server Software in the same mode (i.e., Per Seat or Per Server mode) in which you are using the Microsoft Server Product on such Server. If you have already acquired a CAL to access or otherwise utilize the basic services of the Microsoft Server Product, that CAL gives you the right to access and utilize the Server Software.

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

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

Server for NIS. You may install and use the “Server for NIS” portion of the Server Software on any Device which is running a validly licensed copy of Microsoft

Windows 2000 Server or Microsoft Windows 2000 Advanced Server acting as a domain controller, solely for the purpose of enabling a Windows 2000-based domain-controller computer to be a master NIS server, or a slave NIS server to another Windows 2000 Server running Server for NIS.

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

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

Microsoft Developer Tools

- » It is important to read the entire section to understand how developer tools are licensed. This section starts out being very general and becomes more specific towards the end. The Microsoft developer tools covered by this section are listed below. We may add to this list from time to time as new products are made available.

- For **Project 2000** templates and Project 98 redistributables, see the Applications section.

- For the **Interix** developer tool, see the Servers section.
- For **MapPoint 2002 Runtime Version, Mobile Information Server Developer Edition, Mobile Information Server 2002 Enterprise Edition Developer Edition 1.5, Mobile Information Server 2002 Enterprise Edition Software Development Toolkit, VBA, IEAK, TechNet, TechNet Plus and Windows NT Option Pack (licensed within the Visual Studio Enterprise Edition (6.0))**, see sections II - IX.

1. BizTalk Server 2000 Developer Edition
2. BizTalk Server 2002 Developer Edition
3. Commerce Server 2000 Developer Edition
4. Internet Explorer Administration Kit ("IEAK")
5. Microsoft Office XP Developer ("MOD")
6. MSDN
7. SQL Server 2000 Developer Edition
8. Visual Basic (6.0 - Learning, Professional and Enterprise Editions)
9. Visual Basic.NET (Standard)
10. Visual Basic for Applications ("VBA")
11. Visual C++ (6.0 - Standard, Professional and Enterprise Editions)
12. Visual C#.NET (Standard)
13. Visual C++.NET (Standard)
14. Visual FoxPro
15. Visual Interdev
16. Visual J++
17. Visual SourceSafe
18. Visual Studio (6.0 - Professional and Enterprise Editions)
19. Visual Studio.NET (Enterprise Architecture, Enterprise Developer, Professional)

1. Except as otherwise noted, for all products listed above, these rights and restrictions apply:

A. General License Grant. For each license acquired, you must designate one individual within your organization (the "Designated User") who will have the personal, nonexclusive license to make and use copies of the Software for the sole purpose of designing, developing, and testing your Application (as defined in General Requirements in Distribution Requirements below). The Designated User may install copies of the Software on any number of computers provided that such individual is the only person who uses each such copy of the Software.

Documentation. In addition, Microsoft grants you a worldwide, nonexclusive, nontransferable, royalty-free right to make, use, and install any number of copies of the documentation solely for internal use by any number of end users so long as:

- a. Such end users are persons who are generally granted access to your internal network; and
- b. Such copies are used only for internal purposes and are not to be republished or distributed (either

in hard copy or electronic form) beyond your premises.

B. Redistributable Code License Grant.

1. Sample Code. Microsoft grants you the right to use and modify the source code version of those portions of the Software identified as "Samples" in REDIST.TXT or elsewhere in the Software ("Sample Code") for the sole purposes of designing, developing, testing and demonstrating your software product(s), and to reproduce and distribute the Sample Code, along with any modifications, in object code form, and/or, for the following products only, in source code form: Visual Studio.NET (all editions), Visual C#.NET, Visual C++.NET and Visual Basic.NET.

2. Redistributable Code—Standard. Microsoft grants you a nonexclusive, royalty-free right to reproduce and distribute the object code form of any portion of the Software listed in REDIST.TXT ("Redistributable Code"). Note: Certain Redistributable Code may be subject to additional restrictions below if it is also identified as "Limited Use Redistributable Code" or "Extended Use Redistributable Code."

3. Visual C++ (6.0 and .NET) and Visual Studio (6.0 and .NET)—Microsoft Foundation Classes (MFC), Template Libraries (ATL), and C Runtimes (CRTs).

In addition, Microsoft grants you the right to use and modify the source code version of those portions of the Software that are identified as MFC, ATL, or CRTs (the "VC Redistributables"), for the sole purposes of designing, developing, and testing your Application. Microsoft further grants you a nonexclusive, royalty-free right to reproduce and distribute the object code version of the VC Redistributables, including any modifications (or enhancements to the functionality of the VC Redistributables), so long as you rename any files created by you that are included in your Application.

C. Distribution Requirements.

1. General Requirements.

- If you are authorized and choose to redistribute Sample Code, Redistributable Code, Limited Use Redistributable Code, or Extended Use Redistributable Code (collectively, the "Redistributables"), you agree to:
 - a. Distribute the Redistributables in object code form and only in conjunction with and as a part of a software application product developed by you that adds significant and primary functionality to the Redistributables ("Application");
 - b. In the Application, the Redistributables only operate in conjunction with other Microsoft products;
 - c. Not use Microsoft's name, logo, or trademarks to market the Application;

- d. Display your own valid copyright notice on the Application which must be sufficient to protect Microsoft's copyright in the Software;
- e. Not to remove or obscure any copyright, trademark or patent notices that appear on the Software as delivered to you;
- f. Indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorney's fees, that arise or result from the use or distribution of the Application;
- g. Otherwise comply with these terms and conditions;
- h. Agree that Microsoft reserves all rights not expressly granted; and
- i. You also agree not to permit further distribution of the Redistributables by your end users except you may permit further redistribution of the Redistributables by your distributors to your end-user customers if your distributors only distribute the Redistributables in conjunction with, and as part of, the Application and you and your distributors comply with all other terms of this license agreement. (Note: see exception regarding "Extended Use Code" below.)

• **Identified Software.** The following terms and conditions apply only to (a) any software contained in BizTalk Server 2002 Developer Edition that is identified as software that you may modify and/or redistribute, (b) portions of any Component of MSDN that you receive pursuant to these product use rights after October 1, 2001 that are identified as software that you may modify and/or redistribute; and (c) any "Redistributables," "Sample Code" or "Redistributable Code" provided with Visual Studio.NET, Visual Basic.NET, Visual C++.NET, or Visual C#.NET (the foregoing collectively referred to in this paragraph as "Affected Code"): Your license rights to the Affected Code are conditioned upon your (a) not incorporating Identified Software into or combining Identified Software with the Affected Code or a derivative work thereof; (b) not distributing Identified Software in conjunction with the Affected Code or a derivative work thereof; and (c) not using Identified Software in the development of a derivative work of the Affected Code. "Identified Software" means software which is licensed pursuant to terms that directly or indirectly (i) create, or purport to create, obligations for Microsoft with respect to the Affected Code or derivative work thereof or (ii) grant, or purport to grant, to any third party any rights or immunities under Microsoft's intellectual property or proprietary rights in the Affected Software or derivative work thereof. Identified Software includes, without limitation, any software that requires as a condition of use, modification and/or distribution of such software that other software incorporated into, derived from or distributed with such software be (a) disclosed or distributed in source code form; (b) be licensed for the

purpose of making derivative works; or (c) be redistributable at no charge.

2. Additional Rights or Restrictions.

a. Extended Use Redistributable Code. You may permit your end users to reproduce and distribute the object code form of certain portions of the Software (as listed in REDIST.TXT as "Extended Use Redistributable Code") only in conjunction with and as a part of your Application or Web page that adds significant and primary functionality to the Extended Use Redistributable Code. You are authorized to exercise the foregoing rights provided that you and your end users agree to comply with all terms and conditions of Section (I)(C)(1) above.

b. Limited Use Redistributable Code. 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 above in (B) and (C) of this Section I, the following additional restrictions apply to you:

(a) 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; and

(b) you must require your customers to have the number of licenses for Microsoft Access or Microsoft Office that are equivalent to the number of licenses that such customers have acquired for your application or web page.

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.

3. Microsoft Platform Software Development Kit ("Platform SDK"). If you are authorized and choose to redistribute Redistributables found in the Platform SDK, in addition to compliance with Section C.1. above, you also agree:

- a. That in your Application the Redistributables only operate in conjunction with a Microsoft operating system product; and
- b. To distribute your Application containing the Redistributables pursuant to an End-User License Agreement (which may be “break-the-seal”, “click-wrap” or signed), with terms no less protective than these terms.

D. Additional Rights and Restrictions for MOD.

General. You may install and use one copy of the Software on a single computer, device, workstation, terminal, or other digital electronic or analog device (“Device”). You may make a second copy of the Software and install it on a portable Device for the exclusive use of the person who is the primary user of the first copy of the Software.

Microsoft SQL Server 2000 Personal Edition. The Software may include a copy of Microsoft SQL Server 2000 Personal Edition (“SQL Dev Software”). The SQL Dev Software consists of software programs that provide services on a server computer (“Server Software”) and software programs that allow Devices to access and use the services of the server software (“Client Software”). You may install one copy of the Server Software on a server computer and install an unlimited number of copies of the Client Software on Devices for the sole purpose of designing, developing and testing your software products for use in conjunction with the Software. You may not disclose the results of any benchmark tests of the SQL Dev Software to any third party without Microsoft’s prior written approval.

Media Elements. The Software may include certain photographs, clip art, animations, sounds, music and video clips (together “Media Elements”). If so, the following terms describe your rights to the Media Elements:

- o Except as specified in the next section, you may use, copy and modify the Media Elements and distribute copies of the Media Elements, along with your modifications, as part of your software product(s) and service(s), including your web site(s).
- o You are not licensed to do any of the following:
 1. You may not sell, license or distribute copies of the Media Elements on a stand-alone basis or as part of any collection, product or service where the primary value of the product or service are the Media Elements.
 2. You may not use or distribute any of the Media Elements that include representations of identifiable individuals, governments, logos, initials, emblems, trademarks, or entities for any commercial purposes or to express or imply any endorsement or association with any product, service, entity, or activity.

3. You may not create obscene or scandalous works, as defined by federal law at the time the work is created, using the Media Elements.
4. You must indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorneys’ fees, that arise from or result from the use or distribution of Media Elements as modified by you.
5. You must include a valid copyright notice on your products and services that include copies of the Media Elements.
6. You may not permit third parties to distribute copies of the Media Elements except as part of your product or service.

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.

FrontPage Server Extensions. The Software may contain a copy of the Microsoft FrontPage Server Extension software. If so, you may make additional copies of such software and install them on any number of storage Devices, such as network servers, to provide services to users of your web sites.

E. Additional Rights and Restrictions for SQL Server 2000 Developer Edition (“SQL Dev Software”).

1. General. The SQL Dev Software may contain the following software:

- “Server Software” provides services or functionality on your server (your computers capable of running the Server Software are “Servers”);
- “Client Software” allows an electronic device (“Device”) to access or utilize the Server Software.

2. Server Software. Solely for purposes of designing, developing and testing your software product(s): (i) you may make, use and install the Server Software on individual Servers; all components of the Server Software may only be installed and used on one and the same Server; (ii) you may allow a maximum of five users to access and use the Server Software; and (iii) you may allow an unlimited number of simultaneous connections to be made to access the services of the Server Software.

3. Client Software. You may make, use and install the Client Software on an unlimited number of Devices solely for use in conjunction with designing, developing and testing your software products.

4. Benchmark Testing. The restrictions on benchmark testing in Section [G] below apply.

5. SQL Server 2000 Windows CE Edition. The files listed in REDIST.TXT contained in the SQL Server CE Components are licensed as described in sections B and C above; provided, however, in your Application, the Redistributables must operate in conjunction with Microsoft SQL Server 2000 CE Edition. With respect to any Application distributed by you which contains such Redistributables, if the Application when deployed onto your end user's Device directly or indirectly accesses or otherwise ultimately utilizes the services or resources of a SQL Server database outside of the Device, then the end user must have or obtain valid licenses for Microsoft SQL Server (such as SQL Server 2000 Enterprise Edition or SQL Server 2000 Standard Edition) either per processor licenses or server/CAL licenses. Notwithstanding the foregoing, under no circumstances may you deploy the SQL Server Components nor may your end user deploy your Application, so that either connects to the Microsoft SQL Server 2000 Developer Edition when being used in a production environment.

F. Additional Rights for Commerce Server 2000 Developer Edition, BizTalk Server 2000 Developer Edition and BizTalk Server 2002 Developer Edition.

Use and installation of server software and client software.

1. General. The Product may contain the following software:

- "Server Software" provides services or functionality on your server (your computers capable of running the Server Software are "Servers");
- "Client Software" allows an electronic device ("Device") to access or utilize the Server Software.

2. Server Software. Solely for purposes of designing, developing and testing your software product(s) that work in conjunction with the Server Software ("Server Applications"): (i) you may make, use and install the Server Software on individual Servers; and (ii) you may allow any number of simultaneous connections to be made by any number of users to access the services of the Server Software.

3. Client Software. You may make, use and install the Client Software on any number of Devices solely for use in conjunction with designing, developing and testing your software products.

4. Benchmark Testing. The restrictions on benchmark testing in Section [G] below apply.

Device Access. Any number of Devices may use or access the services of a Server running the Server Software so long as you have acquired a valid license for the Server Software.

Use of Redistributable Code/SDK Software. If included, you may install and use copies of the SDK Software on one or more computers located at your premises solely for the purpose of building Server Applications. Your license rights to the Redistributable

Code in BizTalk Server 2002 Developer Edition are conditioned upon your (a) not incorporating Identified Software into or combining Identified Software with the Redistributable Code or a derivative work thereof; (b) not distributing Identified Software in conjunction with the Redistributable Code or a derivative work thereof; and (c) not using Identified Software in the development of a derivative work of the Redistributable Code. "Identified Software" means software which is licensed pursuant to terms that directly or indirectly (i) create, or purport to create, obligations for Microsoft with respect to the Redistributable Code or derivative work thereof or (ii) grant, or purport to grant, to any third party any rights or immunities under Microsoft's intellectual property or proprietary rights in the Identified Software or derivative work thereof. Identified Software includes, without limitation, any software that requires as a condition of use, modification and/or distribution of such software that other software incorporated into, derived from or distributed with such software be (a) disclosed or distributed in source code form; (b) be licensed for the purpose of making derivative works; or (c) be redistributable at no charge.

G. Additional Rights for Visual Studio Enterprise Edition (6.0) and MSDN.

1. Use of BackOffice and .NET Server Application Components—General.

The Software may include certain components of Microsoft BackOffice Server (the "BackOffice Components") or .NET Server Applications ("NET Components") that consist of software programs that provide services on a computer acting as a server ("Server Software") and software programs that allow an electronic device ("Device") to access or utilize the services provided by the Server Software ("Client Software").

- Production Use.** The Components of the Software may only be used for development purposes and may not be used in a production environment. Note: this provision does not apply to software components identified as "BackOffice Components" in the Visual InterDev portion of the Software.
- Separation of Components.** The Product is license as a single product. Its Component parts may not be separated for use by more than one user (or for use on more than one computer for Server Software).
- Version Limitation.** Any CAL must have the same or later version number than the corresponding version number of the Server Software being used.
- Performance or Benchmark Testing.** You may not disclose the results of any benchmark test of either the Microsoft Server Software or Client

Software to any third party without Microsoft's prior written approval.

2. The BackOffice Components. Solely for the purposes of designing, developing, testing and demonstrating software applications created by you:

You may make, use, and install the Server Software on a single Server for Visual Studio Enterprise Edition (6.0) or on any number of servers for MSDN; all components of the Server Software must be installed on one and the same Server.

You may allow a maximum of 10 simultaneous connections to access the services of the Server (except for SQL Server or MSDN where you may allow any number of simultaneous connections to access the services of the Server Software).

You may make, use, and install the Client Software on any number of Devices.

The media on which the Server Software resides may contain several versions of the Server Software, each of which is compatible with a different microprocessor architecture (such as the x86 architecture or various RISC architectures). These multiple-architecture versions may be installed and used on different Servers solely for use by a licensed end user. The Server Software may not be used as the software on the server that supports your development of your Application(s) (e.g., as a repository for source code).

BackOffice Component Specific Rights and Restrictions.

Microsoft SNA Server (BackOffice Server 4.5 only). In addition, the 3270 and 5250 terminal emulation applets and the ODBC/DRDA driver provided with SNA Server are licensed for use only by one user per licensed copy of SNA Server. The applets may only be used to access or otherwise utilize the services of Microsoft SNA Server.

Windows NT Server and Windows 2000 Server. The Server Software may be used by no more than four (4) processors of the Server at any one time. You may permit up to 200 anonymous concurrent connections to access your software applications using the Terminal Services component of Windows 2000 Server Software, so long as (i) such use is limited to the demonstration of your software applications over the Internet for evaluation purposes, and (ii) it does not utilize production data.

Microsoft Windows for Workgroups or Windows 95 Software. The media on which Windows NT Server resides may contain a copy of Windows for Workgroups or Windows 95 software. In order to install or use this software, you must acquire a separate Windows for Workgroups or Windows 95 license.

Microsoft Exchange Server (BackOffice Server 4.5 only). Microsoft Exchange Server also includes the Source Extractor, Administrator, and Microsoft Mail Connector software. The Source Extractor,

Administrator, and Microsoft Mail Connector programs contain components that may be installed on additional computers (i.e., other than the Server on which the Server Software resides). Microsoft grants you the additional right to modify the source code version of the Source Extractor programs. The Source Extractor may only be used to migrate data to Microsoft Exchange Server.

Microsoft SQL Server. A maximum of five users may access and use the Server Software for the sole purposes of designing, developing, and testing your software product(s) that are designed to operate in conjunction with Microsoft SQL Server; and any number of simultaneous connections may be made to access the services of the Microsoft SQL Server, Server Software.

Microsoft Windows NT and Windows 2000 Professional. Each copy of this Component may be used by no more than two processors of each computer on which such copy is installed. You may use the Component as interactive workstation software on each computer on which the Component is installed ("Workstation Computer"), but not as server software.

3. Redistributable Code.

a. **Microsoft SQL Server (all versions prior to SQL Server 2000)—Note Regarding the Use of Run-Time Software.** Provided that you comply with the terms of Section (I)(C)(1) above, Microsoft grants you the nonexclusive, royalty-free right to reproduce and distribute those DB-Library, Net-Library, and ODBC files required for run-time execution of compiled applications ("SQL Run-Time Files") in conjunction with and as a part of your application software product that is created using the Microsoft SQL Server Software ("SQL Application"), provided that if your SQL Application contains ODBC Run-Time Files: (a) your SQL Application must operate in conjunction with Microsoft SQL Server; and (b) you agree to distribute all ODBC components specified in the Readme file in conjunction with your SQL Application. **Note Regarding SQL Redistributable Code (applicable to SQL Server portion of Microsoft BackOffice 4.5 Developer Edition).** In the event that the SQL Server portion of the Software contains a file identified as REDIST.TXT, Microsoft grants you the nonexclusive, royalty-free right to use, reproduce and distribute the files listed in the REDIST.TXT file of the SQL Server software (the "SQL Redistributable Code"), provided that you also comply with the terms of Section (I)(C)(1).

b. **SQL Server 2000.** Microsoft grants you the nonexclusive, royalty-free right to use, reproduce and distribute the Microsoft SQL Server Desktop Engine ("MSDE") and the files listed in the REDIST.TXT file (collectively referred to as "Redistributable Code") provided that you comply with the Distribution Terms listed in the REDIST.TXT file. If you choose to redistribute MSDE, you also agree:

- (i) That your Application does not substantially duplicate the capabilities of Microsoft Access or, in the reasonable opinion of Microsoft, compete with same; and
- (ii) That unless your Application requires your customers to license Microsoft Access in order to operate, you do not reproduce or use MSDE for commercial distribution in conjunction with a general purpose word processing, spreadsheet or database management software product, or an integrated work or product suite whose components include a general purpose word processing spreadsheet, or database management software product except for the exclusive use of importing data to the various formats supported by Microsoft Access. Note: A product that includes limited word processing, spreadsheet or database components along with other components which provide significant and primary value, such as an accounting product with limited spreadsheet capability, is not considered to be a "general purpose" product.

c. SNA Server Development Software (for BackOffice 4.5 only). Microsoft grants you the following nonexclusive, royalty-free right to install and use copies of the OLE DB Data Provider for VSAM and AS/400 ("OLE DB Provider") or the COM Transaction Integrator for CICS and IMS ("COM Transaction Integrator") on one or more computers located at your premises solely for the purpose of designing, developing, testing and demonstrating your applications that work in conjunction with Microsoft SNA Server. Portions of the SNA Server portion of the Software are also designated as "Redistributable Code." The text file named REDIS.TXT in the SNA Server portion of the Software contains a list of such files, as well as the distribution rights associated with the SNA Server Redistributable Code.

d. Host Integration Server 2000, Commerce Server 2000/BizTalk Sever 2000, and ISA Server 2000 ("SDK Software"). If included, you may install and use copies of the SDK Software on one or more computers located at your premises solely for the purpose of building applications that work in conjunction with the Server Software ("Applications"). You may modify the Sample Code (identified in the "samples" directories) to design, develop, and test your Applications, and may reproduce and use the Sample Code, as modified, on one or more computers located at your premises. You may also reproduce and distribute the Sample code, along with any modifications you make thereto (for purposes of this section, "modifications" mean enhancements to the functionality of the Sample Code), and any other files that may be listed and identified in a REDIST.TXT file as "redistributable" (collectively, the "Redistributable Code") provided that you agree: (a) to distribute the Redistributable Code in object code form

and only in conjunction with your Application, which Application adds significant and primary functionality to the Redistributable Code; (b) not to use Microsoft's name, logo, or trademarks to market the Application; (c) to include a valid copyright notice in your name on the Application; (d) to indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorney's fees, that arise or result from the use or distribution of the application; (e) to otherwise comply with these terms and conditions; and (f) that Microsoft reserves all rights not expressly granted.

e. Site Server Software Development Kits ("Site Server SDK Software") (BackOffice Server 4.5 only). Microsoft grants you the nonexclusive, royalty-free right to install and use copies of the Site Server SDK Software on one or more computers located at your premises solely for the purpose of designing, developing, testing and demonstrating your applications that work in conjunction with Microsoft Site Server. You may modify the Site Server Sample Code to design, develop, and test your applications. "Site Server Sample Code" means the sample source, HTML, and Active Server Pages (ASP) code located in Site Server "SDK" and "samples" directories. Portions of Site Server are designated as "Redistributable Code." The text files named REDIST.TXT and LICENSE.TXT located in the Site Server portion of the Software, describe the distribution rights associated with each file of the Site Server Redistributable Code.

f. Microsoft Exchange—Note Regarding the Use of the Sample Applications and Outlook Web Access Software (BackOffice 4.5 Developer Edition only). Sample Applications. Provided that you comply with the terms of Section (I)(C)(1) above, Microsoft grants you the nonexclusive, royalty-free right to use and modify the source code version of the Sample Applications and to reproduce and distribute the object code versions of such modifications in conjunction with your application that utilizes the services of Microsoft Exchange Server. **Outlook Web Access Software ("OWA Software").** Microsoft grants you the nonexclusive, royalty-free right to use, customize, reproduce and distribute the OWA Software, provided that (a) you comply with the terms Section (I)(C)(1) above; and (b) you include an end-user license agreement with the OWA Software that grants a limited license to use the OWA Software and otherwise protects Microsoft's and its suppliers' intellectual property rights in the OWA Software.

g. Systems Management Server (BackOffice 4.5 Developer Edition only). You may install and use the Installer component of the Client Software ("SMS Installer") only on Devices within your organization and only for the purpose of creating installation programs through the use of SMS Installer ("Setup Programs"). You may also use and modify the source code

designated as "Sample Code" in the SAMPLES.TXT file for the sole purposes of designing, developing, testing and demonstrating your Setup Programs. You may also install and use in object code form the Redistributable Components (as defined below), along with any modifications you may make to the Sample Code, only on Devices within your organization for a purpose other than creation of Setup Programs, provided that you: (a) reproduce and use the Redistributable Components only in conjunction with or as part of a Setup Program; (b) have a valid CAL for any version of Microsoft Systems Management Server for each Device that uses the Redistributable Components; and (c) indemnify, hold harmless and defend Microsoft and its suppliers from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use of your Setup Program or any software installed by your Setup Program. You do not have any other right to install or use SMS Installer. You may reproduce and distribute the files listed in the REDIST.TXT file (collectively referred to as "Redistributable Components"), along with any modifications you may make to the Sample Code, provided that you comply with the Distribution Terms listed in such REDIST.TXT file. Note that the Distribution Terms include, among other conditions, terms similar to those described above.

h. Microsoft BackOffice Server (BackOffice 4.5 Developer Edition only). Use of Administrator Tools. You may install and use the administrator tools on any Device within your organization.
Redistributable Components. You may modify, reproduce or distribute the files listed in the REDIST.TXT file (collectively referred to as "Redistributable Components") provided that you comply with the Modification and Distribution Terms listed in such REDIST.TXT file.

H. Additional Rights for Visual Studio.NET (Enterprise Architecture).

Microsoft server components for development use. The Product may include certain of Microsoft Server products (collectively, the "Server Components"), provided for your use solely in conjunction with the design, development and testing of software products created by you; the Server Components may not be used in a production environment. Your use of the Server Components is subject to these product use rights, the terms of which supercede those of any end user license agreements contained in the Server Components. For all other Server Components, the following rights and restrictions apply.

- **Installation and Grant of License.** The Server Components consist of software programs that provide services or functionality on a computer capable of running the server software ("Server Software"; the computer running the Server Software shall be referred to as the "Server.") and software programs that allow an electronic device (a "Device") to access or utilize the

services or functionality provided by the Server Software ("Client Software").

Server Software. Solely for purposes of designing, developing and testing your software product(s) you may make, use and install the Server Software for any individual Server Component on any number of Servers. All components of the Server Software for any one Server Component, however, may only be installed and used on one and the same Server. The Server Software may not be used as the software on the server that supports your development of software product(s) (e.g., as a repository for source code).

Client Software. You may make, use and install the Client Software on any number of Devices for use by others, provided that such use is solely in conjunction with the design, development and testing of software products created by you.

- **Other Rights and Restrictions Regarding the Server Components.**

Windows 2000 Server. The Server Software for the Server Component identified as Windows 2000 Server may be used by no more than four (4) processors of the Server at any one time.

Use of Redistributable Software ("SDK Software"). If included as part of a Server Component, you may install and use copies of the SDK Software on one or more computers located at your premises solely for the purpose of building applications that work in conjunction with the Server Software that accompanies the corresponding SDK Software ("Applications"). You may modify the Sample Code (identified in the "samples" directories) to design, develop, and test your Applications, and may reproduce and use the Sample Code, as modified, on one or more computers located at your premises. You may also reproduce and distribute the Sample Code, along with any modifications you make thereto (for purposes of this section, "modifications" shall mean enhancements to the functionality of the Sample Code), and any other files that may be listed and identified in a REDIST.TXT file as "redistributable" (collectively, the "Redistributable Code") provided that you comply with the terms of Sections (C)(1) and (2) above.

Web Stress Functionality/ACT Tool. If included with the edition of the Product you have acquired, then as provided in the corresponding Product documentation, you have the ability to use the component of the Product identified as the Applications Center Test ("ACT Tool") to perform stress tests against websites in its default mode (which is to honor any "robots.txt" files it may encounter) or to set the ACT Tool to not honor any "robots.txt" files it may encounter when performing its stress tests. The use of the ACT Tool by you in the non-default mode is entirely your responsibility and at your sole risk. Before you use the ACT Tool with any third party property, you should consult with such third party or the agreement governing the use of such property to determine whether or not such use is permitted.

Use of Additional Microsoft Visio Network Equipment Shapes. If included with the edition of the Product you have acquired, Microsoft Visio Enterprise Network Tools provided with Microsoft Visio for Visual Studio Enterprise Architect 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 Network Tools will be considered part of the Software Product and governed by these product use rights 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.

Links To Third Party Sites. You may link to third party sites through the use of the Product. 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.

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Additional rights and restrictions

Testing. "Testing" as defined in these MSDN product use rights does not include staging in a production environment such as loading content on a staging server prior to product use.

Application Center 2000 Developer Edition

For purposes of this product, "testing" shall be deemed to include (i) testing of your software products to ensure they are deployable with Application Center 2000; and (ii) the right to build integration points (such as monitors) and determine any effects of use. Testing does NOT include staging, or testing in an operations environment where testing may be part of pre-production (reliability testing, performance testing, or system testing).

II. IEAK Redistributables and Customization

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III. MapPoint 2002 Runtime Version

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IV. Mobile Information Server Developer Edition and Mobile Information Server 2002 Enterprise Edition Developer Edition

The product may contain the following software:

- "Server Software" provides services or functionality on your computer capable of running the Server Software ("Server");
- "Device" is an electronic device ("Device") to access or utilize the Server Software.
- "OMA Software" or "Outlook Mobile Access Software" provides additional services and functionality as part of the Server Software.

Installation and Use of the Server Software. Solely for internal testing purposes: (1) you may install and use one copy of the Server Software, including the OMA Software, on a single Server; (2) you may allow a maximum of five users to access and use the Server Software; and (3) you may access the Server Software from an unlimited number of Devices.

Other Licenses. Your use of software applications installed on the Server or accessed through the Server Software may require additional licenses -- please consult the license agreement accompanying such software. The software comprising the Microsoft Mobile Information Server 2002 Software Development Kit ("SDK") is governed by the separate product use rights for the SDK.

Benchmark Testing. You may not disclose the results of any benchmark test of either the Server Software or the OMA Software to any third party without Microsoft's prior written approval.

V. Mobile Information Server 2002 Enterprise Edition Software Development Kit

For each license acquired, you may install and use an unlimited number of copies of the Software on computers, including workstations, terminals or other

digital electronic devices residing on your premises ("Computers") to design, develop, and test your software application(s) ("Application") for use with any edition of Microsoft Mobile Information 2002 Server software ("Microsoft Product").

Sample Code. You may modify the sample source code located in the "samples" directories ("Sample Code") to design, develop, and test your Application solely for use with the Microsoft Product. You may also reproduce and distribute the Sample Code in object code form along with any modifications you make to the Sample Code, provided that you comply with the Distribution Terms described below. For purposes of this section, "modifications" shall mean enhancements to the functionality of the Sample Code.

Redistributable Code. Portions of the Software are designated as "Redistributable Code." The text file, \LICENSE\REDIST.TXT, lists the Redistributable code and describes distribution rights associated with the Redistributable Code, subject further to the Distribution Terms specified below.

Distribution Terms. You may reproduce and distribute an unlimited number of copies of the Sample Code and/or Redistributable Code (collectively "Redistributable Components") as described above in object code form, provided that (a) you distribute the Redistributable Components only in conjunction with and as a part of your Application solely for use with the Microsoft Product; (b) your Application adds significant and primary functionality to the Redistributable Components; (c) you distribute your Application containing the Redistributable Components pursuant to an End-User License Agreement (which may be "break-the-seal", "click-wrap" or signed), with terms no less protective than those contained herein; (d) you do not permit further redistribution of the Redistributable Components by your end-user customers; (e) you do not use Microsoft's name, logo, or trademarks to market your Application; (f) you include a valid copyright notice on your Application; and (g) you agree to indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of your Application. Contact Microsoft for the applicable licensing terms for all other uses and/or distribution of the Redistributable Components.

VI. TechNet and TechNet Plus

Product is comprised of the following:

"Server Software" provides services or functionality on your server (your computers capable of running the Server Software are "Servers");

"Client Software" allows an electronic device ("Device") to access or utilize the Server Software.

You may acquire Single User Licenses or Server Licenses and CALs, and deploy the Product as noted below.

Single User License. For each Single User License you have acquired, you may install and use the software on a single Device. You may only use the Server Software and Client Software on one and the same Device.

Per Server

Server Use Rights.

Installation -- Server Software. For each Server license acquired, you may install and use one copy of the Server Software on a single Server. **Client Software.** You may install the Client Software on any internal Device, subject to the Client Access Requirements below.

Client Access License ("CAL") Requirements.

CALs that you acquire may be used only in conjunction with your Server Software. The maximum number of Devices that may access or otherwise utilize the services of the Server at a given point in time is equal to the number of CALs that you have acquired and designated for use exclusively with that Server. If the anticipated number of users of the Client Software will exceed the number of applicable licenses, then you must have reasonable mechanism or process in place to ensure that the number of persons using the Client Software concurrently does not exceed the number of licenses.

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

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CAL Use Rights. For each CAL acquired, you may access or otherwise utilize the services of the Server Software residing on your Server, in the manner provided for in Server Use Rights above. (Capitalized terms in this CAL have the same meaning as noted above unless otherwise noted.)

VII. VBA, Software Development Kit

- » The Software includes computer software and the associated media, printed materials, and "online" or electronic documentation (collectively, the "Licensed Technology").

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Use of the Licensed Technology and Redistributable Components.

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B. Additional Rights and Restrictions – Commercial Distribution.

No Commercial Use Rights. This Section (VII) does not grant you any rights for commercial distribution of the Licensed Technology, its Redistributable Components or any other portion of the Licensed Technology. In the event that you wish to integrate the Redistributable Components into a software product created by you for commercial distribution, you are authorized to evaluate the Licensed Technology only for the purpose of deciding whether to enter into an ongoing license agreement with Microsoft for the Licensed Technology.

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- b. **Redistribution Requirements.** The rights granted in this subsection C are subject to the following restrictions:
- (i) You agree to comply with the terms of this subsection C, including, without limitation the restrictions in this paragraph b;
 - (ii) You agree to distribute the Redistributable Components only in object code form and only in conjunction with and as an Integrated part of your Product as defined in Section (VII)(A) above;
 - (iii) You agree to not license or distribute the Redistributable Components as part of any product or bundle of products that compete, directly or indirectly, with Microsoft Visual Basic;
 - (iv) You agree to only access documented function calls when Integrating the Redistributable Components with the Product;
 - (v) You agree that your Integration of the Redistributable Components included in the Product will not adversely affect the full functionality of the Redistributable Components, e.g., Integration does not disable any features of the Redistributable Components included in Product.
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1. License Grant.

- a. This Section (VIII) describes your rights to access or otherwise utilize the services or functionality of Product(s) created by you in accordance with the terms and conditions of Section (VII) above. Section (VII) allows Integration of certain VBA-related Redistributable Components. Except as otherwise noted, all capitalized terms used in this Section (VIII) have the same meaning as in Section (VII) above. This Section (VIII) does not apply to any VBA-enabled products created by third parties or otherwise available through commercial channels.
- b. **Grant of License.** This Section (VIII) grants you the right to install, use, access, display, run or otherwise interact with ("Run") one copy of a unique Product (as defined in Section (VII) above) on a single computer, workstation, terminal, handheld PC, pager, "smart phone," or other digital electronic device (each, a "Device") operated internally by an End User (as defined in Section (VII) above). Each Visual Basic for Applications Device License ("Device License") must be dedicated to a single Device and you must obtain a separate Device License for each individual Product that Runs on a Device; however, an End User who is the primary user of a validly licensed Device on which a Product is Run may make a second copy of the Product for his or her exclusive use on either a home or portable computer.

IX. Windows NT 4.0 Option Pack

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A. For use with Microsoft Windows NT Server 4.0, Microsoft Windows NT Server Enterprise Edition 4.0 or Microsoft BackOffice 2.5, the following terms apply:

The "Windows NT Software Components" mean: Microsoft Message Queue Server, Microsoft Transaction Server, Microsoft Internet Information Server and the Internet Connection Services for Microsoft Remote Access Service. You may use the Windows NT Software Components so long as you comply with the sections of this document governing their use as set forth in the Windows NT Server section.

Additional Rights and Restrictions. You may make a number of copies of the Windows NT Software Components equal to the number of validly licensed copies of each Product which you have, and you may use each copy in the manner specified above. If you do

not have a valid license for Microsoft Windows NT Server 4.0, Microsoft Windows NT Server Enterprise Edition 4.0 or Microsoft BackOffice 2.5, you have no rights under this subsection (A).

B. For use with Microsoft Windows NT Workstation 4.0, the following terms apply:

The “Windows NT Workstation Software Components” mean: Microsoft Transaction Server and Microsoft Personal Web Server. **General.** The Windows NT Workstation Software Components are deemed part of Windows NT Workstation 4.0, and are therefore subject to the terms and conditions of its end user license agreement, except as otherwise provided. **Use Limitation.** At any point in time, only a maximum of two (2) computers [instead of ten (10)] are permitted to use the services of the Microsoft Transaction Server component. The two (2) computer maximum includes any indirect uses made through software or hardware which pools or aggregates uses. **Additional Rights and Restrictions.** You may make a number of copies of the Windows NT Workstation Software Components equal to the number of validly licensed copies of Microsoft Windows NT Workstation 4.0 you have, and you may use each copy in the manner specified above. If you do not have a valid license for Microsoft Windows NT Workstation 4.0, you have no rights under this subsection (B).

C. For use with Microsoft BackOffice SBS 4.0 (“SBS 4.0”), the following terms apply:

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Web Server component. The ten (10) computer maximum includes any indirect uses made through software or hardware which pools or aggregates uses. The Microsoft Transaction Server for Windows 95 component may not be used as a network server; that is, no computers or workstations may access or utilize any network services of that component. **Additional Rights and Restrictions.** You may make a number of copies of the Windows 95 Software Components equal to the number of validly licensed copies of Microsoft Windows 95 you have, and you may use each copy in the manner specified above. If you do not have a valid license for Microsoft Windows 95, you have no rights under this subsection (D).