

## Microsoft Services Provider Use Rights

### General Terms

You may not exercise the use rights specified herein unless you are currently a licensee in good standing under a Services Provider License Agreement (“SPLA”) with Microsoft.

The Services Provider Use Rights set forth in this document (“SPUR”) apply to the Software Products licensed by you under your SPLA. The license rights granted to you by Microsoft under the SPLA are expressly conditioned upon your compliance with the use rights described in this SPUR for each of the Software Products you use. The use rights set forth in this SPUR and all license rights for the Software Products terminate when the SPLA terminates or expires. This SPUR is part of the SPLA, and Microsoft may amend these use rights from time-to-time in accordance with the terms of the SPLA.

The Software Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software Products are licensed, not sold. Microsoft reserves all rights not expressly granted to you.

If a term in this SPUR is capitalized but is not specifically defined, it has the meaning set forth in the SPLA.

» This arrow indicates information which may be helpful in understanding these use rights.

**Licenses for Software Products.** The Software Products are licensed either by means of a Subscriber Access License or Processor License as specified in the following list:

Software Products	Processor License	Subscriber Access License
1. Microsoft Application Center 2000	X	
2. Microsoft Business Solutions - Axapta 3.0		X
3. Microsoft BizTalk Accelerator for HIPAA 3.0, Enterprise Edition (prior versions include Microsoft BizTalk Accelerator for HIPAA 2.0, Enterprise Edition and BizTalk Accelerator for HIPAA 1.0, Enterprise Edition)	X	
4. Microsoft BizTalk Accelerator for HIPAA 3.0, Standard Edition (prior versions include Microsoft BizTalk Accelerator for HIPAA 2.0, Standard Edition and Microsoft BizTalk Accelerator for HIPAA 1.0, Standard Edition)	X	
5. Microsoft BizTalk Accelerator for HL7 1.0, Enterprise Edition	X	
6. Microsoft BizTalk Accelerator for HL7 1.0, Standard Edition	X	
7. Microsoft BizTalk Accelerator for RosettaNet 3.0, Enterprise Edition (prior versions include Microsoft BizTalk Accelerator for RosettaNet 2.0, Enterprise Edition, and BizTalk Server Accelerator for RosettaNet 1.0, Enterprise Edition)	X	
8. Microsoft BizTalk Accelerator for RosettaNet 3.0 Standard Edition (prior versions include Microsoft BizTalk Accelerator for RosettaNet 2.0, Standard Edition, and BizTalk Server Accelerator for RosettaNet 1.0, Standard Edition)	X	

<b>Software Products</b>	<b>Processor License</b>	<b>Subscriber Access License</b>
9. Microsoft BizTalk Accelerator for Suppliers 1.0	X	
10. Microsoft BizTalk Accelerator for Swift Version 2.0, Enterprise Edition	X	
11. Microsoft BizTalk Accelerator for Swift Version 2.0, Standard Edition	X	
12. Microsoft BizTalk Adapter for MQSeries Version 1.0, Enterprise Edition	X	
13. Microsoft BizTalk Adapter for SAP Version 2.0, Enterprise Edition (prior versions include Microsoft BizTalk Adapter for SAP Version 1.0, Enterprise Edition)	X	
14. Microsoft BizTalk Server 2004, Enterprise Edition (prior versions include Microsoft BizTalk Server 2002, Enterprise Edition and Microsoft BizTalk Server 2000, Enterprise Edition)	X	
15. Microsoft BizTalk Server 2004, Standard Edition (prior versions include Microsoft BizTalk Server 2002, Standard Edition and Microsoft BizTalk Server 2000, Standard Edition)	X	
16. Microsoft Class Server 4.0 (prior versions include Microsoft Encarta Class Server 1.0, Microsoft Class Server 2.0, and Microsoft Class Server 2003 (only available for Software Services to Qualified Educational Customers))		X
17. Microsoft Commerce Server 2002 Enterprise Edition	X	
18. Microsoft Commerce Server 2002 Standard Edition (prior versions include Microsoft Commerce Server 2000 and Microsoft Site Server Commerce Edition)	X	
19. Microsoft Content Management Server 2002 Enterprise Edition	X	
20. Microsoft Exchange Server 2003 Corporate Outlook Access (Microsoft Exchange Server 2003 – Enterprise Edition (former versions include Microsoft Exchange Server Knowledge Worker))		X
21. Microsoft Exchange Server 2000 Knowledge Worker Conferencing (Microsoft Exchange 2000 Conferencing Server)		X
22. Microsoft Exchange 2003 Web Mail		X
23. Microsoft Exchange 2003 Web Mail Plus		X
24. Microsoft Exchange 2003 Corporate Web Access		X
25. Microsoft Host Integration Server 2004 Enterprise Edition (prior versions include Microsoft SNA Server and Microsoft Host Integration Server 2000 Enterprise Edition)	X	
26. Microsoft Host Integration Server 2004 Standard Edition (prior versions include Microsoft SNA Server and Microsoft Host Integration Server 2000 Standard Edition)	X	
27. Microsoft Internet Security and Acceleration Server 2004, Enterprise Edition (prior versions include Microsoft Proxy Server and Microsoft Internet Security and Acceleration Server 2000, Enterprise Edition)	X	
28. Microsoft Internet Security and Acceleration Server 2004, Standard Edition (prior versions include Microsoft Proxy Server and Microsoft Internet Security and Acceleration Server 2000, Standard Edition)	X	
29. Microsoft Identity Integration Server 2003, Enterprise Edition	X	
30. Microsoft Office 2003 Professional Enterprise*		X
31. Microsoft Office 2003 Professional * (prior versions include Microsoft Office XP Professional)		X
32. Microsoft Office 2003 Standard * (prior versions include Microsoft Office XP Standard)		X

<b>Software Products</b>	<b>Processor License</b>	<b>Subscriber Access License</b>
33. Microsoft Office FrontPage 2003 (prior versions include Microsoft FrontPage 2002)		X
34. Microsoft Office Live Communications Server 2005, Enterprise Edition		X
35. Microsoft Office Live Communications Server 2005, Standard Edition (prior versions include Microsoft Office Live Communications Server 2003, Standard Edition)		X
36. Microsoft Office Live Communications Server 2005 Enterprise Edition with Telephony		X
37. Microsoft Office Project Standard 2003 (prior versions include Microsoft Project Standard)		X
38. Microsoft Office Project Server 2003 (prior versions include Microsoft Project Server)		X
39. Microsoft Office Project Professional 2003 (prior versions include Microsoft Project Professional)		X
40. Microsoft Office SharePoint Portal Server 2003 (prior versions include Microsoft SharePoint Portal Server)		X
41. Microsoft Office SharePoint Portal Server 2003 External Connector for Non-Employees (prior versions include Microsoft SharePoint Portal Server External Connector for Non-Employees)	X	
42. Microsoft Office Visio Professional 2003 (prior versions include Microsoft Visio Professional 2002)		X
43. Microsoft Office Visio Standard 2003 (prior versions include Microsoft Visio Standard 2002)		X
44. Microsoft Operations Manager 2005 (formerly known as Microsoft Operations Manager Server 2000 (prior versions include Microsoft Operations Manager 2000 Server (with Microsoft Operation Manager 2000 Server Application Management Pack)))		X
45. Microsoft Operations Manager 2005 with SQL Server 2000 Technology (formerly known as Microsoft Operations Manager Server 2005 with SQL Server 2000 Technology (prior versions include Microsoft Operations Manager 2000 Server with SQL Server 2000 Technology (with Microsoft Operations Manager 2000 Server Application Management Pack)))		X
46. Microsoft Provisioning System	X	
47. Microsoft Speech Server 2004 R2, Enterprise Edition (prior versions include Microsoft Speech Server 2004, Enterprise Edition)	X	
48. Microsoft SQL Server 2000, Enterprise Edition	X	X
49. Microsoft SQL Server 2000, Standard Edition	X	X
50. Microsoft SQL Server 2000 Workgroup Edition	X	X
51. Microsoft System Center Data Protection Manager 2006		X
52. Microsoft Systems Management Server 2003 (prior versions include Microsoft Systems Management Server 2.0)		X
53. Microsoft Systems Management Server 2003 with SQL Server 2000 Technology (prior versions include Microsoft Systems Management Server 2.0)		X
54. Microsoft Virtual Server 2005, Enterprise Edition	X	
55. Microsoft Virtual Server 2005, Standard Edition	X	
56. Microsoft Visual Studio.NET Enterprise Developer Edition Version 2003		X

<b>Software Products</b>	<b>Processor License</b>	<b>Subscriber Access License</b>
57. Microsoft Windows Server 2003 Anonymous, Enterprise Edition (former versions include Microsoft Windows Server Unauthenticated, Enterprise Edition and Microsoft Windows Advanced Server Unauthenticated)	X	
58. Microsoft Windows Server 2003 Anonymous, Standard Edition (former versions include Microsoft Windows Server Unauthenticated, Standard Edition and Microsoft Windows Server Unauthenticated)	X	
59. Microsoft Windows Server 2003, Enterprise Edition (former versions include Microsoft Windows Advanced Server)	X	X
60. Microsoft Windows Server 2003 OEM (for Microsoft Windows Server 2003, Standard Edition, Microsoft Windows Server 2003, Enterprise Edition, Microsoft Windows Server 2003, Datacenter Edition, Windows Server 2003 Standard Edition for Embedded Systems, Windows Server 2003 Enterprise Edition for Embedded Systems, or Microsoft Windows Server 2003 for Telecommunications Systems with Server Appliance 3.0)		X
61. Microsoft Windows Server 2003 External Connector for Non-Employees (for Microsoft Windows Server 2003, Datacenter Edition)	X	
62. Microsoft Windows Server 2003 Rights Management Server External Connector for Non-Employees (for Microsoft Windows Server 2003, Enterprise Edition or Microsoft Windows Server 2003, Datacenter Edition, Microsoft Windows Server 2003 Standard Edition, and Microsoft Windows Server 2003, Web Edition)	X	
63. Microsoft Windows Server 2003 Windows Rights Management Services Components (for Microsoft Windows Server 2003, Enterprise Edition or Microsoft Windows Server 2003, Datacenter Edition, Microsoft Windows Server 2003 Standard Edition, and Microsoft Windows Server 2003, Web Edition)		X
64. Microsoft Windows Server 2003 for Small Business Server		X
65. Microsoft Windows Server 2003, Standard Edition (former versions include Microsoft Windows Server)	X	X
66. Microsoft Windows Server 2003, Terminal Server (former versions include Microsoft Windows Server, Terminal Services) **		X
67. Microsoft Windows Server 2003, Web Edition	X	
68. Microsoft Windows Small Business Server 2003, Premium Edition (former versions include Microsoft Small Business Server)		X
69. Microsoft Windows Small Business Server 2003, Standard Edition		X

» \* Component products in the suite are available separately, with separate Subscriber Access Licenses.

» \*\* Component of Windows Server family of Software Products, with additional separate Subscriber Access Licenses required for its use.

» You may license prior versions, if any, of the above-listed Software Products under the SPLA unless specifically noted otherwise in the Additional Terms below. Prior versions of the same Software Product will have the same use rights as the listed version of the Software Product unless specifically noted otherwise in the Additional Terms below.

### **Subscriber Access License (“SAL”) Rights and Restrictions.**

» These are the general terms applicable to all SALs. For specific Software Products, there may be supplementary terms. If there are supplementary terms for a Software Product, they will be found in the Additional Terms below.

a. *Server Software.* You may install any number of copies of any Software Product on any number of computers capable of running the Server Software (“Servers”) for the sole purpose of providing Software Services under the terms and conditions contained herein and in the SPLA. *Client Software.* You may install, or authorize the installation of, the Client Software on any Device for use solely by a unique individual who receives Software Services from you in accordance with the terms and conditions contained herein and in the SPLA, and for whom you have obtained, and continue to obtain during such individual’s use of the Client Software, a SAL.

b. *User Access.* You must obtain a SAL for each unique individual who is authorized to access or otherwise use the services or functionality of the Software Products (“User”), whether the Client Software or any other software is used to do so. One (1) SAL is required for each such unique individual. Each such User must use a unique User ID when accessing the Server Software. SALs that you obtain may be used only in conjunction with your Server Software. A User for whom a SAL is obtained is an “Authorized User.” Your use of software or hardware that reduces the number of Users directly accessing or utilizing any of the Software Products (i.e., “multiplexing” or “pooling” software or hardware) will not reduce the number of SALs required; the required number of SALs equals the number of unique individuals accessing the multiplexing or pooling software or hardware “front end.”

### **Processor License (“PL”) Rights and Restrictions.**

» These are the general terms applicable to all PLs. For specific Software Products, there may be supplementary terms. If there are supplementary terms for a Software Product, they will be found in the Additional Terms below.

a. *Server Software.* You may install one (1) copy of the Server Software on a single Server, even if multiple copies of Server Software (for example, 32-bit and 64-bit versions) are included in the Software Product. If the Server has one (1) or more processors, you must obtain one (1) PL for each processor on that Server. You may use the Server Software only with that number of processors for which you are properly licensed. In order to install another copy of the Server Software on the same Server, you must obtain an additional PL for each processor on that Server. *Client Software.* You may install and use the Client Software, if any, on any number of Devices so long as it is being used only with the Server Software and for the sole purpose of receiving Software Services from you in accordance with the terms and conditions contained herein and in the SPLA.

b. *User Access.* Provided that you have obtained a valid PL for each processor running the Server Software, any number of Users may use or access the services of a Server running the Server Software for the sole purpose of receiving Software Services from you in accordance with the terms and conditions contained herein and in the SPLA. A unique individual using or accessing the services of a Server running the Server Software for such purposes pursuant to a PL is an “Authorized User.”

» The following provisions are general terms applicable to PLs and SALs. For specific Software Products, there may be supplementary terms. If there are supplementary terms for a Software Product, they will be found in the Additional Terms below.

**Additional Software/Services.** This SPUR applies to updates, supplements, add-on components, or Internet-based services components, of the Software Products that Microsoft may provide to you or make available to you after the date you obtain your initial copy of the Software Products, unless they are accompanied by separate terms. Microsoft reserves the right to discontinue Internet-based services provided to you or any Authorized User or made available to you or any Authorized User through the use of the Software Products.

**Benchmark Testing.** You may not disclose the results of any benchmark test of either the Server Software or Client Software for the following products to any third party without Microsoft's prior written approval, which approval may be granted in Microsoft's sole discretion: Application Center, Axapta, BizTalk Accelerator for HIPAA Enterprise or Standard Edition, BizTalk Accelerator for HL7 Enterprise or Standard Edition, BizTalk Accelerator for RosettaNet Enterprise or Standard Edition, BizTalk Accelerator for Suppliers, BizTalk Accelerator for Swift Enterprise or Standard Edition, BizTalk Adapter for MQSeries Enterprise Edition, BizTalk Adapter for SAP Enterprise Edition, BizTalk Server Enterprise or Standard Edition, Commerce Server Enterprise or Standard Edition, Content Management Server Enterprise Edition, Exchange Conferencing Server, Exchange Server, Host Integration Server Enterprise or Standard Edition, Identity Integration Server ("MIIS"), Internet Information Server ("IIS"), Internet Security and Acceleration Server Enterprise or Standard Edition (Internet Security and Acceleration Server 2000 Enterprise or Standard Edition also as a component of Windows Small Business Server Premium Edition), Message Queue Server, Mobile Information Server Enterprise Edition, .NET Framework (a component of Visual Studio .NET Enterprise Developer Edition, BizTalk Server Enterprise or Standard Edition, and certain editions of Windows Server), Outlook Mobile Access, Project Server, Proxy Server, Site Server, Site Server Commerce Edition, Speech Server, SQL Server (also as a component of Windows Small Business Server Premium Edition), Transaction Server or the following components of Visual Studio .NET Enterprise Developer Edition: BizTalk Server Developer Edition and SQL Server Developer Edition.

**Consent to Use of Data.** You agree that Microsoft and its Affiliates may collect and use technical information gathered as part of support services, if any, related to the Software Products. Microsoft may use this information solely to improve our products or to provide customized services or technologies to you and/or your Authorized Users and will not disclose this information in a form that personally identifies you.

**Links to Third Party Internet Sites.** You and your Authorized Users may link to third party Internet sites through the use of the Software Products. Microsoft does not control the third party sites, 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 web-casting or any other form of transmission received from any third party sites. Microsoft is providing these links to third party sites to you and your Authorized Users only as a convenience and the inclusion of any link does not imply an endorsement by Microsoft of the third party site.

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

**Third-party Software.** Software Products may include programs licensed by third parties. The terms that come with those programs apply to your use of them.

**Technical Limitations.** Rights to use Software Products in order to provide Software Services do not give you rights to implement any of the Software Product's functionality, including communication protocols of the Server Software, in any other software or any Device that accesses the Server Software unless otherwise permitted herein. The Software Product is engineered to allow you to use it in certain ways. You must comply, and require Authorized Users to agree to comply, with any technical limitations in the Software Products.

### **Additional Terms for Specific Software Products**

<b>Microsoft Servers</b>
--------------------------

- >> Some Software Products have Redistribution Software with associated rights and restrictions. Be sure to check those license sections if you are redistributing those components.
- >> Some entries below pertain to multiple Software Products and versions. Please read each license section carefully.

### ***Application Center 2000 (PL) (not applicable to prior versions)***

**Installation – Server Software.** You may install and run any number of copies of the Server Software on your Server; however, you need to obtain one (1) PL for each of your Server's processors. As an exception to that rule, if you have made a processor inaccessible to all operating system copies on which the Server Software is set up to run, you do not need to obtain a PL for that processor. Examples of processors that you have made inaccessible to operating system copies are processors that you have isolated by partitioning or other similar method. You do not need more than one (1) PL for any processor.

### ***Axapta 3.0 (SAL) (not applicable to prior versions)***

- » You may only license this Software Product if you have entered into a Microsoft Business Solutions Addendum ("MBS Addendum") to the SPLA. For information regarding the MBS Addendum, please contact your Microsoft Account Manager.
- » The Software Product does not transmit any personally identifiable information from your Server to Microsoft computer systems without your consent.

**Limitations on Use.** Except for software administration purposes as permitted in the SPLA, you may only permit access to, and/or use of, the services and/or functionality of the Server Software and Client Software by Authorized Users whose access or use is on behalf of a designated Customer to operate the Customer's business. A Customer may authorize a third party to access or use the Software Product on behalf of such Customer so long as such third party is also a Customer who has executed a Customer Agreement. SALs are issued to correspond to specific licensed services or functionality of the Software Product accessing all Axapta system databases for a single Customer and its Affiliates (an "Installation"), and may not be used with, or shared among, different Customers' Installations. As a result, if a third party is authorized to access or use the Software Product on behalf of multiple Customers, a SAL will need to be obtained for each Customer Installation accessed by the third party. Notwithstanding the foregoing, you need only obtain one SAL each for your employee Users who are authorized by Customers to access different Customers' Installations.

**License Keys.** In order to install and use the functionality of the Software Products, you must obtain the appropriate license keys from Microsoft. Each license key corresponds to the SAL being obtained and may also limit the number of Authorized Users that may access the Software Product pursuant to such license key. Procedures to obtain such license keys will be published on a Microsoft Designated Web Site that Microsoft will identify to you.

### ***BizTalk Accelerator for HIPAA 3.0 Enterprise Edition/Standard Edition, BizTalk Accelerator for HL7 1.0 Enterprise Edition/Standard Edition, BizTalk Accelerator for RosettaNet 3.0 Enterprise Edition/Standard Edition, BizTalk Accelerator for Swift 2.0 Enterprise Edition/Standard Edition, BizTalk Adapter for SAP 2.0 Enterprise Edition (PL) (not applicable to prior versions)***

**Installation – Server Software.** *BizTalk Accelerator for HIPAA 3.0 Standard Edition, BizTalk Accelerator for HL7 1.0 Standard Edition, BizTalk Accelerator for RosettaNet 3.0 Standard Edition, BizTalk Accelerator for Swift 2.0 Standard Edition.* The Server Software may only be used by one (1) processor of the Server on which such copy is installed. You need only one (1) valid PL to use the Server Software. The Server Software may not be used in a group beyond one (1) machine, e.g. multiple machines all processing the same application or purpose. In addition, the Server Software may not be used to connect more than twenty (20) external organizations or more than ten (10) internal applications. *BizTalk Accelerator for HIPAA 3.0 Enterprise Edition, BizTalk Accelerator for HL7 1.0 Enterprise Edition, BizTalk Accelerator for RosettaNet 3.0 Enterprise Edition, BizTalk Accelerator for Swift 2.0 Enterprise Edition, BizTalk Adapter for SAP 2.0 Enterprise Edition.* You may install and run any number of copies of the Server Software on your Server; however, you need to obtain one (1) PL for each of your Server's processors. As an exception to that rule, if you have made a processor inaccessible to

all operating system copies on which the Server Software is set up to run, you do not need to obtain a PL for that processor. Examples of processors that you have made inaccessible to operating system copies are processors that you have isolated by partitioning or other similar method. You do not need more than one (1) PL for any processor. **Technology Components.** The Software Product may include various schemas, templates, adapters and related tools. These components are proprietary to Microsoft and may be used by an Authorized User (i) only for such Authorized User's internal business purposes, and (ii) solely in conjunction with the Authorized User's use of the Software Product. No User may distribute these components to any third party, without Microsoft's prior written consent.

***BizTalk Accelerator for HIPAA 2.0 Enterprise Edition/Standard Edition, BizTalk Accelerator for RosettaNet 2.0 Enterprise Edition/Standard Edition (PL) (not applicable to prior versions)***

**Installation – Server Software.** *BizTalk Accelerator for HIPAA 2.0 Standard Edition, BizTalk Accelerator for RosettaNet 2.0 Standard Edition.* The Server Software may only be used by one (1) processor of the computer on which such copy is installed. You need only one (1) valid PL to use the Server Software. The Server Software may not be used in a group beyond one (1) machine, e.g. multiple machines all processing the same application or purpose. In addition, the Server Software may not be used to connect to more than ten (10) external organizations and may not be used to connect to more than five (5) internal applications. *BizTalk Accelerator for HIPAA 2.0 Enterprise Edition, BizTalk Accelerator for RosettaNet 2.0 Enterprise Edition.* You may install and run any number of copies of the Server Software on your Server; however, you need to obtain one (1) PL for each of your Server's processors. As an exception to that rule, if you have made a processor inaccessible to all operating system copies on which the Server Software is set up to run, you do not need to obtain a PL for that processor. Examples of processors that you have made inaccessible to operating system copies are processors that you have isolated by partitioning or other similar method. You do not need more than one (1) PL for any processor. **Use of Schemas.** *Biztalk Accelerator for HIPAA 2.0 Enterprise Edition/Standard Edition.* The Software Product includes various transaction schemas ("Schemas"). These Schemas are proprietary to Microsoft and may be used by an Authorized User (i) only for such Authorized User's internal business purposes, and (ii) solely in conjunction with the Authorized User's use of the Software Product with BizTalk Server. No User may distribute the Schemas to any third party, without Microsoft's prior written consent.

***BizTalk Accelerator for HIPAA 1.0 Enterprise Edition/Standard Edition, Biztalk Accelerator for Suppliers 1.0, BizTalk Adapter for SAP Version 1.0 Enterprise Edition, BizTalk Server 2000 Enterprise Edition/Standard Edition, BizTalk Server Accelerator for RosettaNet 1.0 Enterprise Edition/Standard Edition (PL) (not applicable to prior versions)***

**Installation – Server Software.** *BizTalk Accelerator for HIPAA 1.0 Standard Edition, BizTalk Server 2000 Standard Edition, BizTalk Server Accelerator for RosettaNet 1.0 Standard Edition.* The Server Software may only be used by one (1) processor of the computer on which such copy is installed. You need only one (1) valid PL to use the Server Software. The Server Software may not be used in a group beyond one (1) 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. *BizTalk Accelerator for HIPAA 1.0 Enterprise Edition, BizTalk Accelerator for Suppliers 1.0, BizTalk Adapter for SAP Version 1.0 Enterprise Edition, BizTalk Server 2000 Enterprise Edition, BizTalk Server Accelerator for RosettaNet 1.0 Enterprise Edition.* You may install and run any number of copies of the Server Software on your Server; however, you need to obtain one (1) PL for each of your Server's processors. As an exception to that rule, if you have made a processor inaccessible to all operating system copies on which the Server Software is set up to run, you do not need to obtain a PL for that processor. Examples of processors that you have made inaccessible to operating system copies are processors that you have isolated by partitioning or other similar method. You do not need more than one (1) PL for any processor. **Use of Schemas.** *Biztalk Accelerator for HIPAA 1.0 Enterprise Edition/Standard Edition and*

***BizTalk Accelerator for Suppliers 1.0.*** The Software Product includes various transaction schemas (“Schemas”). These Schemas are proprietary to Microsoft and may be used by an Authorized User (i) only for such Authorized User’s internal business purposes, and (ii) solely in conjunction with the Authorized User’s use of the Software Product with BizTalk Server. No User may distribute the Schemas to any third party, without Microsoft’s prior written consent. **Use of Redistribution Software (“SDK Software”) – BizTalk Server 2000 Enterprise Edition/Standard Edition.** If included in the Software Product, an Authorized User may install and use copies of the SDK Software on one or more computers located at the Authorized User’s premises solely for the purpose of building applications that work in conjunction with the Server Software (“Applications”). An Authorized User may modify the Sample Code (identified in the “samples” directories) to design, develop, and test such Authorized User’s Applications, and may reproduce and use the Sample Code, as modified, on one or more computers located at such Authorized User’s premises. An Authorized User may also reproduce and distribute the Sample Code, along with any modifications such Authorized User makes thereto (for purposes of this section, “modifications” means 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 must require the Authorized User to agree:

- a. To distribute the Redistributable Code in object code form and only in conjunction with and as a part of a software application product developed by such Authorized User that adds significant and primary functionality to the Redistributable Code (“Application”);
- b. That, in the Application, the Redistributable Code only operates in conjunction with other Microsoft products;
- c. To not use Microsoft’s name, logo, or trademarks to market the Application;
- d. To include a valid copyright notice in such Authorized User’s name on the Application;
- e. 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;
- f. To otherwise comply with these terms and conditions;
- g. That Microsoft reserves all rights not expressly granted; and
- h. To not permit further distribution of the Redistributable Code by end users of the Application except such Authorized User may permit further redistribution of the Redistributable Code by distributors of the Application to end-user customers of such Authorized User if such distributors only distribute the Redistributable Code in conjunction with, and as part of, the Application and such Authorized User and such distributors comply with all other terms of this SPUR.

***BizTalk Adapter for MQSeries Version 1.0 Enterprise Edition (PL) (not applicable to prior versions)***

**Installation – Server Software.** You may install and run any number of copies of the Server Software on your Server; however, you need to obtain one (1) PL for each of your Server’s processors. As an exception to that rule, if you have made a processor inaccessible to all operating system copies on which the Server Software is set up to run, you do not need to obtain a PL for that processor. Examples of processors that you have made inaccessible to operating system copies are processors that you have isolated by partitioning or other similar method. You do not need more than one (1) PL for any processor. The following listed file: MQHelper.dll may be installed on any number of separate Servers for use solely in connection with the Server Software and you are not required to obtain a PL for any separate Server on which the MQHelper.dll is installed.

***BizTalk Server 2004, Enterprise Edition/Standard Edition (PL) (not applicable to prior versions)***

» The following supersedes the end user license agreement for Visual Studio .NET technology included with the Software Product.

**Installation – Server Software. BizTalk Server 2004, Standard Edition.** The Server Software may only be used by one (1) processor of the Server on which such copy is installed. You need only one (1) valid PL to use the Server Software on one Server. The Server Software may not be used in a group beyond one (1) machine, e.g. multiple machines all processing the same application or purpose. In addition, the Server Software may not be used to connect more than twenty (20) external organizations and may not be used to connect more than ten (10) internal applications. **BizTalk Server 2004, Enterprise Edition.** You may install and run any number of copies of the Server Software on your Server; however, you need to obtain one (1) PL for each of your Server's processors. As an exception to that rule, if you have made a processor inaccessible to all operating system copies on which the Server Software is set up to run, you do not need to obtain a PL for that processor. Examples of processors that you have made inaccessible to operating system copies are processors that you have isolated by partitioning or other similar method. You do not need more than one (1) PL for any processor.

**Tool/Services Software/Additional Components.** You may install on your Servers and permit Authorized Users to access and use the Administration and Monitoring Tools, Development Tools, Business Activity Services, and Human Workflow Services Receive Assemblies and Administration Tool components of the Software Product solely for the Authorized Users' internal use in conjunction with the Server Software. For each PL obtained for the Server Software, you may install and use one instance of the Master Secret Server component of the Server Software on a separate Server solely for your internal use in conjunction with the Server Software. If you are using BizTalk Server 2004 Standard Edition, an instance of a Master Secret Server component may not be (i) clustered or (ii) shared by multiple Servers on which you have installed BizTalk Server 2004 Standard Edition. **Additional Microsoft Software.** The Software Product may include additional Microsoft software with a separate end user license agreement for such software. Except as otherwise permitted below for Microsoft Office InfoPath 2003 ("InfoPath"), you may install and use the additional Microsoft software on the same Server as and solely for internal use and in conjunction with the Server Software and your use of any additional Microsoft software is subject to the terms and conditions of this SPUR and the SPLA regardless of any end user license agreement that may be included with the additional Microsoft software. For each PL obtained for your Server, you may install on a single Server, and permit one (1) Authorized User to access and use, one copy of InfoPath, and the use of InfoPath is subject to the Additional Terms for Office 2003 Professional to the same extent as any of the "Office Products."

**Use of Redistributable Software ("SDK Software") -- BizTalk Server 2004, Enterprise Edition/Standard Edition.** An Authorized User may install and use copies of the SDK Software on one or more computers located at the Authorized User's premises solely for the purpose of building applications that work in conjunction with the Server Software ("Applications"). An Authorized User may modify the Sample Code (identified in the "samples" directories) to design, develop, and test such Authorized User's Applications, and may reproduce and use the Sample Code, as modified, on one or more computers located at such Authorized User's premises. An Authorized User may also reproduce and distribute the Sample Code, along with any modifications such Authorized User makes thereto (for purposes of this section, "modifications" means 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 must require the Authorized User to agree: (1) to distribute the Redistributable Code in object code form and only in conjunction with such Authorized User's Application, which Application adds significant and primary functionality to the Redistributable Code; (2) not to use Microsoft's name, logo, or trademarks to market the Application; (3) to display such Authorized User's own valid copyright notice in such Authorized User's name on the Application which shall be sufficient to protect Microsoft's copyright in the Redistributable Code; (4) 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; (5) to distribute such Authorized User's Application (if such Application is distributed beyond the premises of such Authorized User or externally from such Authorized User's organization) pursuant to an end user license agreement which may be "break-the-seal", "click-wrap" or signed, with terms no less protective than those contained in this SPUR and the SPLA; (6) not to remove or obscure any copyright, trademark or patent notices that appear in the Redistributable Code as delivered to you; (7) to otherwise comply with the terms of this SPUR; and (8) that Microsoft reserves all rights not expressly granted. The Authorized User's rights to use the Redistributable Code are conditioned upon the Authorized User not (a) creating derivative works of the Redistributable Code in any manner that would cause the Redistributable Code in whole or in part to become subject to any of the terms of an Excluded License; and (b) distributing the Redistributable

Code (or derivative works thereof) in any manner that would cause the Redistributable Code to become subject to any of the terms of an Excluded License. An "Excluded License" is any license which requires as a condition of use, modification and/or distribution of software subject to the Excluded License, that such software or other software combined and/or distributed with such software (x) be disclosed or distributed in source code form; (y) be licensed for the purpose of making derivative works; or (z) be redistributable at no charge.

***BizTalk Server 2002 Enterprise Edition/Standard Edition (PL) (not applicable to prior versions)***

**Installation – Server Software. BizTalk Server 2002 Standard Edition.** The Server Software may only be used by one (1) processor of the computer on which such copy is installed. You need only one (1) valid PL to use the Server Software. The Server Software may not be used in a group beyond one (1) machine, e.g. multiple machines all processing the same application or purpose. In addition, the Server Software may not be used to connect to more than ten (10) external organizations and may not be used to connect to more than five (5) internal applications. **BizTalk Server 2002 Enterprise Edition.** You may install and run any number of copies of the Server Software on your Server; however, you need to obtain one (1) PL for each of your Server's processors. As an exception to that rule, if you have made a processor inaccessible to all operating system copies on which the Server Software is set up to run, you do not need to obtain a PL for that processor. Examples of processors that you have made inaccessible to operating system copies are processors that you have isolated by partitioning or other similar method. You do not need more than one (1) PL for any processor. **Use of Redistributable Software ("SDK Software") -- BizTalk Server 2002 Enterprise Edition/Standard Edition.** If included in the Software Product, an Authorized User may install and use copies of the SDK Software on one or more computers located at the Authorized User's premises solely for the purpose of building applications that work in conjunction with the Server Software ("Applications"). An Authorized User may modify the Sample Code (identified in the "samples" directories) to design, develop, and test such Authorized User's Applications, and may reproduce and use the Sample Code, as modified, on one or more computers located at such Authorized User's premises. An Authorized User may also reproduce and distribute the Sample Code, along with any modifications such Authorized User makes thereto (for purposes of this section, "modifications" means 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 must require the Authorized User to agree to comply with the requirements in sections (a) and (c) through (g) of the "Use of Redistribution Software ("SDK Software") -- BizTalk Server 2002 Enterprise Edition/Standard Edition" section of the Additional Terms for BizTalk Server 2002 Enterprise Edition/Standard Edition below. The Authorized User's rights to the Redistributable Code are conditioned upon the Authorized User (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 Redistributable Code or derivative work thereof. Identified Software includes, without limitation, any software that requires as a condition of use, modification and/or distribution of such software that other software incorporated into, derived from or distributed with such software be (a) disclosed or distributed in source code form; (b) licensed for the purpose of making derivative works; or (c) redistributable at no charge.

***Class Server 4.0 (SAL) (only available for Software Services to Qualified Educational Customers) (not applicable to prior versions)***

» You may only license this Software Product if you have entered into a Qualified Educational Customer Addendum to the SPLA. For Information regarding the Qualified Educational Customer Addendum, please contact your Microsoft Account Manager.

**Installation - Additional Software.** You may install, or authorize the installation of, SIF Agent, Standards Editor, and Teacher Client (“the Additional Software on any Device for use with Class Server 4.0. **SAL Requirements.** You must obtain a SAL for each User who is a registered student of a Qualified Educational Customer and accesses and/or uses the services and/or functionality of the Server Software (“Authorized User”). A SAL does not need to be obtained for a User who (i) is employed by a Qualified Educational Customer and is providing instruction or other educational services to one or more of the registered students of such Qualified Educational Customer or (ii) is a parent or legal guardian of a an Authorized User. A parent or legal guardian of an Authorized User may use the User ID of such Authorized User to access and/or use the services and/or functionality of the Server Software. **Use of Redistributable Code.** The Server Software contains “Distributable Code” listed in a REDIST.TXT file or marked as “sample” code. An Authorized User may copy and distribute the object code form of Distributable Code listed in REDIST.TXT files. An Authorized User may also modify, copy and distribute the source and object code form of “sample code.” As conditions to distribution, the Authorized User must: add significant new functionality to the Distributable Code, require end users to agree to terms that protect it at least as much as the SPLA and this SPUR; display its valid copyright notice on its programs; agree that Microsoft reserves all rights not expressly granted; and indemnify, defend, and hold harmless Microsoft from any claims, including attorneys’ fees, related to the distribution or use of its programs. An Authorized User may not: alter any copyright, trademark or patent notices in the Distributable Code; use Microsoft’s name, logo or trademarks to market the Authorized User’s programs; redistribute any Distributable Code, other than “samples,” in any program that runs on any platform other than the Windows platform; or modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an excluded license. An excluded license is one which requires, as a condition of use, modification or distribution: disclosure or distribution of the code in source code form; the right for others to modify the code; the right for others to distribute the code for free.

***Class Server 2003 (SAL) (only available for Software Services to Qualified Educational Customers) (not applicable to prior versions)***

» You may only license this Software Product if you have entered into a Qualified Educational Customer Addendum to the SPLA. For Information regarding the Qualified Educational Customer Addendum, please contact your Microsoft Account Manager.

**Installation - Client Software.** You may install, or authorize the installation of, the Client Software on Device(s) owned or leased by, and located on the premises of, a Qualified Educational Customer and Device(s) primarily used by a User who is employed by a Qualified Educational Customer and is providing instruction or other educational services to one or more registered students of such Qualified Educational Customer. **SAL Requirements.** You must obtain a SAL for each User who is a registered student of a Qualified Educational Customer and accesses and/or uses the services and/or functionality of the Server Software (“Authorized User”). A SAL does not need to be obtained for a User who (i) is employed by a Qualified Educational Customer and is providing instruction or other educational services to one or more of the registered students of such Qualified Educational Customer or (ii) is a parent or legal guardian of a an Authorized User. **Restrictions on Users.** You may only permit access to, and/or use of, the services and/or functionality of the Server Software by (i) Users who are employed by a Qualified Educational Customer and are providing instruction or other educational services to one or more of the registered students of such Qualified Educational Customer; (ii) Authorized Users; and (iii) parents or legal guardians of Authorized Users. A parent or legal guardian of an Authorized User may use the User ID of such Authorized User to access and/or use the services and/or functionality of the Server Software. **Curriculum Standards Database.** The Software Product may include Internet links to an educational standards and benchmarks curriculum database web site (the “Database Website”). In such case, the Users described in the immediately preceding section (Restrictions on Users) may use the Database Website conditioned on the relevant Qualified Educational Customers’ acceptance without modification of the terms, conditions, and notices contained within the Database Website. **Mandatory Operating Systems Software Upgrades.** The Client Software may contain mandatory operating systems software upgrades required for proper operation of the Client Software. Any such systems software upgrades are

licensed to the owners of the Devices on which the Client Software is authorized to be installed pursuant to the same terms as provided in such Device owners' licenses to the operating system.

***Class Server 2.0 (SAL) (only available for Software Services to Qualified Educational Customers) (not applicable to prior versions)***

» You may only license this Software Product if you have entered into a Qualified Educational Customer Addendum to the SPLA. For Information regarding the Qualified Educational Customer Addendum, please contact your Microsoft Account Manager.

**Installation - Client Software.** You may install, or authorize the installation of, the Client Software on Device(s) owned or leased by, and located on the premises of, a Qualified Educational Customer and Device(s) primarily used by a User who is employed by a Qualified Educational Customer and is providing instruction or other educational services to one or more registered students of such Qualified Educational Customer. **SAL Requirements.** You must obtain a SAL for each User who is a registered student of a Qualified Educational Customer and accesses and/or uses the services and/or functionality of the Server Software ("Authorized User"). A SAL does not need to be obtained for a User who (i) is employed by a Qualified Educational Customer and is providing instruction or other educational services to one or more of the registered students of such Qualified Educational Customer or (ii) is a parent or legal guardian of an Authorized User. **Restrictions on Users.** You may only permit access to, and/or use of, the services and/or functionality of the Server Software by (i) Users who are employed by a Qualified Educational Customer and are providing instruction or other educational services to one or more of the registered students of such Qualified Educational Customer; (ii) Authorized Users; and (iii) parents or legal guardians of Authorized Users. A parent or legal guardian of an Authorized User may use the User ID of such Authorized User to access and/or use the services and/or functionality of the Server Software. **Curriculum Standards Database.** The Software Product may include Internet links to an educational standards and benchmarks curriculum database web site (the "Database Website"). In such case, the Users described in the immediately preceding section (Restrictions on Users) may use the Database Website conditioned on the relevant Qualified Educational Customers' acceptance without modification of the terms, conditions, and notices contained within the Database Website.

***Commerce Server 2002 Enterprise Edition/Standard Edition Host Integration Server 2004 Enterprise Edition/Standard Edition ("HIS 2004 Enterprise Edition/Standard Edition") and Internet Security and Acceleration Server 2004 Enterprise Edition/Standard Edition ("ISA Server 2004 Enterprise Edition/Standard Edition") (PL) (not applicable to prior versions)***

**Installation – Server Software.** You may install and run any number of copies of the Server Software on your Server; however, you need to obtain one (1) PL for each of your Server's processors. As an exception to that rule, if you have made a processor inaccessible to all operating system copies on which the Server Software is set up to run, you do not need to obtain a PL for that processor. Examples of processors that you have made inaccessible to operating system copies are processors that you have isolated by partitioning or other similar method. You do not need more than one (1) PL for any processor. **HIS Enterprise Edition/Standard Edition.** One (1) instance of the Master Secret Server component of the Software Product may be installed on a separate Server for use solely in conjunction with the Server Software. **ISA Server Standard Edition.** The Message Screener and ISA Server Manager components of the Software Product may be installed on a separate Server for use solely in conjunction with the Server Software. **ISA Server Enterprise Edition.** The Message Screener, Configuration Storage Server, and ISA Server Management components of the Software Product may be installed on a separate Server for use solely in conjunction with the Server Software. **Use of Redistribution Software ("SDK Software")** -- If included in the Software Product, an Authorized User may install and use copies of the SDK Software on one or more computers located at the Authorized User's premises solely for the purpose of building applications that work in conjunction with the Server Software ("Applications"). An Authorized User may modify the Sample Code (identified in the "samples" directories) to design, develop,

and test such Authorized User's Applications, and may reproduce and use the Sample Code, as modified, on one or more computers located at such Authorized User's premises. An Authorized User may also reproduce and distribute the Sample Code, along with any modifications such Authorized User makes thereto (for purposes of this section, "modifications" means 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 must require the Authorized User to agree: (1) to distribute the Redistributable Code in object code form and only in conjunction with the Authorized User's Application, which Application adds significant and primary functionality to the Redistributable Code; (2) not to use Microsoft's name, logo, or trademarks to market the Application; (3) to include a valid copyright notice in the Authorized User's name on the Application; (4) 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; (5) to otherwise comply with the terms of this SPUR; and (6) that Microsoft reserves all rights not expressly granted. The Authorized User's rights to the Redistributable Code are conditioned upon the Authorized User (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 Redistributable Code or derivative work thereof. Identified Software includes, without limitation, any software that requires as a condition of use, modification and/or distribution of such software that other software incorporated into, derived from or distributed with such software be (a) disclosed or distributed in source code form; (b) be licensed for the purpose of making derivative works; or (c) be redistributable at no charge.

***Commerce Server 2000, Host Integration Server 2000 ("HIS 2000") and Internet Security and Acceleration Server 2000 - Enterprise Edition/Standard Edition ("ISA Server 2000 Enterprise Edition/Standard Edition") (PL) (also applicable to prior versions, including Site Server Commerce Edition, SNA Server and Proxy Server)***

**Installation – Server Software.** You may install and run any number of copies of the Server Software on your Server; however, you need to obtain one (1) PL for each of your Server's processors. As an exception to that rule, if you have made a processor inaccessible to all operating system copies on which the Server Software is set up to run, you do not need to obtain a PL for that processor. Examples of processors that you have made inaccessible to operating system copies are processors that you have isolated by partitioning or other similar method. You do not need more than one (1) PL for any processor.

**ISA Server Enterprise Edition/Standard Edition.** The following listed files may be installed on a separate Server for use solely in conjunction with the Server Software: H.323 Gatekeeper, Message Screener, and ISA Server Management. **Use of Redistribution Software ("SDK Software") – Commerce Server, HIS and ISA Server Enterprise Edition/Standard Edition.** If included in the Software Product, an Authorized User may install and use copies of the SDK Software on one or more computers located at the Authorized User's premises solely for the purpose of building applications that work in conjunction with the Server Software ("Applications"). An Authorized User may modify the Sample Code (identified in the "samples" directories) to design, develop, and test such Authorized User's Applications, and may reproduce and use the Sample Code, as modified, on one or more computers located at such Authorized User's premises. An Authorized User may also reproduce and distribute the Sample Code, along with any modifications such Authorized User makes thereto (for purposes of this section, "modifications" means 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 must require the Authorized User to agree to comply with the requirements in sections (a) through (h) of the "Use of Redistribution Software ("SDK Software") – BizTalk Server 2000 Enterprise Edition/Standard Edition" section of the Additional Terms for BizTalk Server 2000 Enterprise Edition/Standard Edition above.

***Content Management Server 2002 Enterprise Edition (PL) (also applicable to prior versions)***

**Installation – Server Software.** You may install and run any number of copies of the Server Software on your Server; however, you need to obtain one (1) PL for each of your Server's processors. As an exception to that rule, if you have made a processor inaccessible to all operating system copies on which the Server Software is set up to run, you do not need to obtain a PL for that processor. Examples of processors that you have made inaccessible to operating system copies are processors that you have isolated by partitioning or other similar method. You do not need more than one (1) PL for any processor.

***Encarta Class Server 1.0 (SAL) (only available for Software Services to Qualified Educational Customers) (not applicable to prior versions)***

» You may only license this Software Product if you have entered into a Qualified Educational Customer Addendum to the SPLA. For Information regarding the Qualified Educational Customer Addendum, please contact your Microsoft Account Manager.

**Installation - Client Software.** You may install, or authorize the installation of, the Client Software on any Device owned or leased by, and located on the premises of, a Qualified Educational Customer or any Device primarily used by a User for whom you have obtained a SAL. **SAL Requirements.** You must obtain a SAL for each User who (a) is employed by a Qualified Educational Customer or is a registered student of a Qualified Educational Customer and (b) accesses and/or uses the services and/or functionality of the Server Software. A SAL does not need to be obtained for a User who is a parent or legal guardian of an Authorized User who is a registered student. **Restrictions on Users.** You may only permit access to, and/or use of, the services and/or functionality of the Server Software by (i) Authorized Users who are employed by a Qualified Educational Customer, (ii) Authorized Users who are registered students of a Qualified Educational Customer and (iii) parents or legal guardians of Authorized Users described in the immediately preceding clause (ii). A parent or legal guardian of an Authorized User who is a registered student of a Qualified Educational Customer may use the User ID of such registered student to access and/or use the services and/or functionality of the Server Software. **Concurrent Connections.** If a User who is employed by a Qualified Educational Customer wants to have concurrent connections to a Server running the Server Software (using multiple Devices), then one (1) SAL must be obtained for each such concurrent connection. For instance, you must obtain one (1) SAL for a User who wants to access and/or use the services and/or functionality of the Server Software from both a PC and a separate laptop at different times of the day. However, you would be required to obtain two (2) SALs for a User if such individual wants to access and/or use the services and/or functionality of the Server Software from both Devices at the same time. You do not need to obtain any additional SALs for Authorized Users who are registered students of a Qualified Educational Customer (and their parents and legal guardians) who want to have such concurrent connections.

***Exchange Server 2003 Corporate Outlook Access (SAL) (not applicable to prior versions)***

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

**Client Software.** You may install, or authorize the installation of, the Client Software (including without limitation Outlook Standard 2003) and use the Client Software on any Device solely to access or use Exchange Server 2003 – Enterprise Edition.

**Microsoft Office Outlook Standard 2003.** A copy of Microsoft's Office Outlook Standard 2003 may be included with the Software as additional Client Software. You may install, or authorize the installation of, one copy of Microsoft Office Outlook Standard 2003 or any prior version on a single Device used by any User for whom you have acquired an Exchange Server Corporate Outlook Access SAL. Use by an

Authorized User of the included copy of Microsoft Office Outlook Standard 2003 is subject to the terms and conditions herein regardless of any end user license agreement that may be incorporated into or accompany Microsoft Office Outlook Standard 2003. Inclusion of a copy of Microsoft Office Outlook Standard 2003 with the Software Product entitles an Authorized User to use only the specific version included; it does not entitle an Authorized User to successor versions of Microsoft Office Outlook Standard 2003. **THERE ARE TECHNOLOGICAL MEASURES IN MICROSOFT OFFICE OUTLOOK STANDARD 2003 THAT ARE DESIGNED TO PREVENT UNLICENSED USE OF MICROSOFT OFFICE OUTLOOK STANDARD 2003.** An Authorized User may not be able to exercise these rights to the copy of Microsoft Office Outlook Standard 2003 hereunder after a finite number of software launches unless the Authorized User activates the copy in the manner described during the launch sequence. An Authorized User may also need to reactivate if such Authorized User modifies the computer hardware on the Authorized User's Device or alters the included copy of Microsoft Office Outlook Standard 2003. Microsoft will use those measures to confirm the Authorized User has a legally licensed copy of Microsoft Office Outlook Standard 2003. If an Authorized User is not using a legally licensed copy, such Authorized User is not allowed to install Microsoft Office Outlook Standard 2003 or any future updates. **Microsoft will not collect any personally identifiable information from an Authorized User's Device during this process. Corporate Outlook Access SAL. Usage Limitation.** These rights apply to Exchange Server 2003 - Enterprise Edition and no prior versions.

***Exchange Server 2000 Knowledge Worker and Exchange Server 2000 Knowledge Worker Conferencing (SAL) (also applicable to prior version(s) noted below)***

**Client Software.** You may install, or authorize the installation of, the Client Software (including without limitation Outlook) on the primary Device, and one other Device, of a User for whom you have obtained an Exchange Server Knowledge Worker or Knowledge Worker Conferencing SAL.

**Concurrent Connections.** If a User wants to have concurrent connections to a Server running the Server Software (using multiple Devices), then one (1) SAL must be obtained for each such concurrent connection. For instance, you must obtain one (1) SAL for a User who wants to access and/or use the services and/or functionality of the Server Software from both a PC and a separate laptop at different times of the day. However, you would be required to obtain two (2) SALs for a User if such individual wants to access and/or use the services and/or functionality of the Server Software from both Devices at the same time.

**Knowledge Worker SAL. Usage Limitation.** These use rights apply to Exchange Server 5.5, Enterprise Edition or Exchange Server 2000 - Enterprise Edition and no prior versions.

**Knowledge Worker Conferencing SAL. Usage Limitation.** These use rights apply to Exchange 2000 Conferencing Server and no prior versions.

***Exchange 2003 Web Mail, Exchange 2003 Web Mail Plus, and Exchange 2003 Corporate Web Access (for Exchange Server 2003 – Enterprise Edition) (SAL) (not applicable to prior versions)***

- » You may only license this Software Product if you have entered into a Web Access Addendum to the SPLA. For Information regarding the Web Access Addendum, please contact your Microsoft Account Manager.
- » This Software does not transmit any personally identifiable information from your Server to Microsoft computer systems without your consent.
- » **NOTE:** The use rights for Exchange 2003 Web Mail are revised below to delete reference to a feature previously identified herein as Chat, a standard protocol for text-based chat systems; this functionality is not part of Exchange 2003 Web Mail. If you have questions regarding this change, please contact your Microsoft Account Manager.

**SAL Requirements.** The Exchange Web Mail, Exchange Web Mail Plus, and Exchange Corporate Web

Access SALs include the use of Outlook Web Access. Outlook Web Access consists of features and functionality included in Exchange Server 2003 - Enterprise Edition ("Server Software") that provides Users with Internet-based access to the Server Software's features and functionality. Exchange Web Mail, Exchange Web Mail Plus, and Exchange Corporate Web Access SAL Users may only use Outlook Web Access to access and use the features and functionality of the Server Software described in the Usage Limitations for each SAL stated below. You must obtain a SAL for each User under the terms and conditions of your Web Access Addendum.

**No Client Software.** There is no Client Software associated with the use of any Server Software.

**Restriction on Use.** Users may not use Microsoft Outlook to access and use the features and functionality of the Server Software.

(References to Windows Server include the versions of Windows Server available for licensing in this SPUR.)

### **Usage Limitations:**

**1. Exchange Web Mail SAL.** Each User for whom you obtain an Exchange Web Mail SAL may use the following features and functionality of the Server Software (collectively "Exchange Web Mail SAL"):

- \* Outlook Web Access ("OWA") features that enable the features described in this SAL;
- \* Messaging and personal folder access through the protocols described in this SAL;
- \* Internet mail protocol (Simple Mail Transfer Protocol (SMTP), Post Office Protocol (POP)) and Web browser access via any client, using the following type of email address in the service provider's domain: 'joe@serviceprovider.com';
- \* Tasks
- \* Integration with Active Directory (Windows Server is licensed separately) (The Server Software directory information (including information about Users, mailboxes, Servers, sites, and custom recipients) is stored in Active Directory, enabling use of Active Directory for unified administration of the Server Software and Windows Server objects, use of Windows Server groups for the Server Software distribution lists, and use of Lightweight Directory Access Protocol (LDAP) as a native access protocol for the Server Software directory information);
- \* Windows Server Security integration (The Server Software is fully integrated with the Windows Server security model. Administrators use Windows Server security descriptors (i.e. access control lists) to define the permissions for all messaging and collaboration resources, including public folders);
- \* Storage System (a single database for messaging, collaboration, rich document storage, and Web-enabled applications, except when used in support of a feature or protocol explicitly excluded from this SAL);
- \* Active/Active Clustering (based on the Microsoft Clustering Services of Windows Server, Enterprise Edition and Windows Advanced Server versions, multi-master clustering enables all of the Servers used in a cluster to actively process messaging requests until a failure occurs that triggers rollover recovery);
- \* Distributed configuration (separate front end and back end Servers);
- \* Unlimited database size;
- \* Multiple databases per Server;

- \* All administrative tools, including Single-Seat Administration With Microsoft Management Console, Collaboration Data Objects (CDO) for Exchange Management, Policy-Based Administration, System Monitoring Using Windows Management Instrumentation (WMI);
- \* NNTP (ability to host newsgroups through the Network News Transfer Protocol (NNTP));
- \* Personal Folders (ability to store personal documents and messages in the Web Storage System, which documents and messages cannot be shared with other users);
- \* Personal Address Book (not shared with other users);
- \* Public Folders;
- \* Mobile Notification: Receive notification of events in the Server Software via mobile Devices;
- \* Mobile Browse: Access the Server Software inbox, personal address book and tasks via mobile Devices;
- \* Mobile Synchronize: Synchronize Pocket PC 2002-based Devices over wireless networks with the Server Software inbox, personal address book and tasks; and
- \* Unified messaging platform features: support for the VPIM standard (enabling interoperability between separate voice-mail systems, access to built-in fields in Windows Server Active Directory for voice-mail related information about users, such as greetings, installable Outlook forms for recording and playing voice messages, Web access to all unified messaging data using Outlook Web Access.

**2. Exchange Web Mail Plus.** Each User for whom you obtain an Exchange Web Mail Plus SAL may use the following features and functionality of the Server Software (collectively “Exchange Web Mail Plus SAL”):

- \* The Exchange Web Mail SAL (as defined above);
- \* Outlook Web Access (“OWA”) features that enable the features described in this SAL;
- \* Personal calendar (not shared with other users);
- \* Support for a single, second level domain for a single user or user organization (user obtains the right to use ‘[joe@smith.com](mailto:joe@smith.com)’ or ‘joesmith@company1.com’ instead of ‘joe@serviceprovider.com’). Multiple suffixes (“.com”, “.net”, “.org” etc) are allowed (e.g., ‘joe@smith.com’, ‘joe@smith.net’, ‘joe@smith.de’, etc.).
- \* Address list of all users within personalized domain (e.g., a domain that a company bought as a Personal Domain SAL) or within the service provider’s entire domain; and
- \* Mobile Browse: Access the Server Software personal calendar and global address list via mobile Devices; and
- \* Mobile Synchronization: Synchronize Pocket PC 2002-based Devices over wireless networks with the Server Software personal calendar and global address list.

**3. Exchange Corporate Web Access SAL.** Each User for whom you obtain an Exchange Corporate Web Access SAL may use the following features and functionality of the Server Software (collectively, “Exchange Corporate Web Access SAL”):

- \* The Exchange Web Mail Plus SAL (as defined above);

- \* Outlook Web Access (“OWA”) features that enable the features described in this SAL;
- \* Shared folders;
- \* Shared calendar and contacts; and
- \* Group scheduling, including viewing free/busy times of others.

### ***FrontPage 2002 (SAL) (also applicable to prior versions)***

**No Client Software.** This product is Server Software with no Client Software components.

**Concurrent Connections.** If a User wants to have concurrent connections to a Server running the Server Software (using multiple Devices), then one (1) SAL must be obtained for each such concurrent connection. For instance, you must obtain one (1) SAL for a User who wants to access and/or use the services and/or functionality of the Server Software from both a PC and a separate laptop at different times of the day. However, you would be required to obtain two (2) SALs for a User if such individual wants to access and/or use the services and/or functionality of the Server Software from both Devices at the same time. **Restrictions on Evaluation and Testing.** Notwithstanding Section 3(j) of the SPLA, you may not provide access to, or the ability to use, the Server Software for the purposes of testing or evaluation to any existing or prospective Customer who is an individual (as opposed to a company or other non-individual legal entity). However, you may provide Software Services for testing and evaluation purposes to any Customer that is a company or other non-individual legal entity pursuant to Section 3(j) of the SPLA subject to the following additional restrictions: (i) each Customer may designate no more than five (5) Users in its organization who may access the Server Software for testing or evaluation purposes during such Customer’s thirty (30) day evaluation period; and (ii) no more than a cumulative total of one hundred fifty (150) Users for all Customers may be granted such rights in any one (1) month.

### ***Identity Integration Server 2003 – Enterprise Edition (PL) (not applicable to prior versions)***

**Installation – Server Software.** You may install and run any number of copies of the Server Software on your Server; however, you need to obtain one (1) PL for each of your Server’s processors. As an exception to that rule, if you have made a processor inaccessible to all operating system copies on which the Server Software is set up to run, you do not need to obtain a PL for that processor. Examples of processors that you have made inaccessible to operating system copies are processors that you have isolated by partitioning or other similar method. You do not need more than one (1) PL for any processor. **Restrictions on Usage of Sample Software.** The README.HTM file identifies portions of the Software as “Samples”. You may use and modify the source code version of the “Samples” to customize the Software for your internal business use.

### ***Mobile Information Server 2002 Corporate Knowledge Worker and Mobile Information Server 2002 - Enterprise Edition (SAL) (also applicable to prior versions)***

**No Client Software.** This product is Server Software with no Client Software components.

**Concurrent Connections.** If a User wants to have concurrent connections to a Server running the Server Software (using multiple Devices), then one (1) SAL must be obtained for each such concurrent connection. For instance, you must obtain one (1) SAL for a User who wants to access and/or use the services and/or functionality of the Server Software from two different mobile Devices at different times of the day. However, you would be required to obtain two (2) SALs for a User if such individual wants to access and/or use the services and/or functionality of the Server Software from both mobile Devices at the same time.

**Corporate Knowledge Worker SAL. Scope of Access.** Each User for whom you have purchased a Mobile Information Server 2002 Corporate Knowledge Worker SAL may access and use the features and functionality of Mobile Information Server - Enterprise Edition and Outlook Mobile Access.

**Office 2003 Professional Enterprise, Office 2003 Professional and Office 2003 Standard Edition, Office FrontPage 2003, Office Visio Professional 2003 and Office Visio Standard 2003 (“Office Products”)\* (SAL) (not applicable to prior versions)**

» \* “Office Products” includes component products in the suite that are available separately with separate SALs, all of which component products are subject to the use terms specified below.

**Client Software.** With the exception of Media Elements and Templates, the Office Products are Server Software with no Client Software components. The Office Products may not be downloaded to a User’s Device.

**Concurrent Connections.** If a User wants to have concurrent connections to a Server running one of the Office Products (using multiple Devices), then one (1) SAL must be obtained for each concurrent connection. For instance, you must obtain one (1) SAL for a User who wants to access and/or use the services and/or functionality of one of the Office Products from both a PC and a separate laptop at different times of the day. However, you would be required to obtain two (2) SALs for a User if the individual wants to access and/or use the services and/or functionality of an Office Product from both Devices at the same time.

**Separation of Components.** You must offer to the Users (and obtain the SALs for) the complete Office Product installed on your Server, not any subset of the components of such Office Product (e.g., if Office Professional is installed, an Office Professional SAL must be obtained even if the User only uses Word). Similarly, you must install and offer the complete Office Product you are licensing, not any subset of the features of such Office Product.

**Restrictions on Evaluation and Testing.** Notwithstanding Section 3(j) of the SPLA, you may not provide access to, or the ability to use, any of the Office Products for the purposes of testing or evaluation to any existing or prospective Customer who is an individual (as opposed to a company or other non-individual legal entity). However, you may provide Software Services for testing and evaluation purposes to any Customer that is a company or other non-individual legal entity pursuant to Section 3(j) of the SPLA subject to the following additional restrictions: (i) each Customer may designate no more than five (5) Users in its organization who may access any of the Office Products for testing or evaluation purposes during such Customer’s thirty (30) day evaluation period; and (ii) no more than a cumulative total of one hundred fifty (150) Users for all Customers may be granted such rights in any one (1) month.

**Use of Media Elements.** The Office Products may include, and identify certain photographs, clip art, shapes, animations, sounds, music and video clips (together “Media Elements”). Authorized Users may copy and modify the Media Elements, and license, display and distribute them, along with modifications as part of the Authorized Users’ software products and services, including such Authorized Users web sites, however, Authorized Users are not licensed to do any of the following. **Usage Restrictions.** You must require the Authorized Users to agree **not** to:

- \* sell, license or distribute copies of the Media Elements by themselves or as part of any collection, product or service if the primary value of the product or service is in the Media Elements.
- \* grant Customers any rights to license or distribute the Media Elements.
- \* license 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.
- \* create obscene or scandalous works, as defined by U.S. federal law at the time the work is created, using the Media Elements.

In addition, (1) Authorized Users must indemnify and defend Microsoft from and against any claims or lawsuits, including attorneys’ fees, that arise from or result from the licensing, use or distribution of Media

Elements as modified by such Authorized Users, and (2) Authorized Users must include a valid copyright notice on its products and services that include the Media Elements.

**Use of Templates.** The Office Products may include document templates. Authorized Users may copy and modify the document templates available as part of the Office Products and distribute such templates along with modifications for use by other licensees of the Office Products. Authorized Users may also copy, modify and distribute the templates available through related Internet-based services along with modifications for use by other licensees of the Office Products, but only for personal or commercial correspondence involving person-to-person communication. **Usage Restrictions.** You must require the Authorized Users to agree **not** to:

- \* sell, resell, license, rent, lease, lend, or otherwise transfer for value, the templates.
- \* distribute the templates available via Internet-based services as part of any product or service.
- \* copy or post any templates available through Internet-based services on any network computer or broadcast it in any media.

Authorized Users must indemnify and defend Microsoft against any claims or lawsuits, including attorneys' fees that arise from or result from the licensing or distribution of the templates as modified by such Authorized Users.

**Restrictions on Use of Microsoft FrontPage Web Components.** The Office Products may include Microsoft FrontPage web components, including but not limited to the MSNBC news headline component, the MSN MoneyCentral Stock Quote component, and the MSN Search component (the "Web Components"). If so, Authorized Users may not edit or modify the Web Components in any manner whatsoever. Authorized Users may not display any of the logos or trademarks that appear in the Web Components in any manner that implies sponsorship, endorsement, or license of their web site by the owners of such trademarks or logos. If the Web Components contain any active links to other sites, you must require the Authorized Users to agree to maintain such active links and not redirect or modify them. Authorized Users may not market, distribute, sublicense, lease or rent the Web Components on a stand-alone basis. Authorized Users may not use the Web Components in connection with any site that is likely to: (i) mislead viewers as to the relationship between the site, or the site's owner, and Microsoft, MSN, MSNBC, Expedia or their products or services, (ii) infringe any intellectual property or other rights of these parties, or (iii) violate any applicable law, or promotes racism, hatred, or pornography. Authorized Users are prohibited from converting the news headlines in the MSNBC component into an audio format for redistribution to audio users. You must require the Authorized Users to agree to immediately remove the Web Components from their web site if they do not abide by any of these restrictions after notice. All rights not specifically granted herein to such Authorized Users are reserved. THE RESTRICTIONS CONTAINED IN THIS SECTION APPLY ONLY TO THE WEB COMPONENTS AND NOT TO THE OFFICE PRODUCTS GENERALLY.

**Mandatory Activation.** THERE ARE TECHNOLOGICAL MEASURES IN THIS SOFTWARE THAT ARE DESIGNED TO PREVENT UNLICENSED USE OF THE OFFICE PRODUCTS. You may not be able to exercise your rights to the Office Products hereunder after a finite number of product launches unless you activate each copy of the Office Products in the manner described during the launch sequence. You may also need to reactivate the Office Products if you modify your computer hardware or alter the Office Products. Microsoft will use those measures to confirm you have a legally licensed copy of the Office Products. If you are not using a licensed copy of the Office Products, you are not allowed to install the Office Products or future Office Product updates. **Microsoft will not collect any personally identifiable information from your device during this process.**

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

**Speech/Handwriting Recognition.** You must notify your Authorized Users of the following disclosure. If the Office Products include speech and/or handwriting recognition component(s), Authorized Users should understand that speech and handwriting recognition are inherently statistical processes; that recognition errors are inherent in the processes; that it is the Authorized Users' responsibility to provide

for the handling of such errors and to monitor the recognition processes and correct any errors. Neither Microsoft nor its suppliers shall be liable for any damages arising out of errors in the speech and handwriting recognition processes.

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

***Office XP Professional and Office XP Standard Edition (“Office Products”)\* (SAL)  
(also applicable to prior versions)***

» \* “Office Products” includes component products in the suite that are available separately with separate SALs, all of which component products are subject to the use terms specified below.

**Client Software.** With the exception of Media Elements, the Office Products are Server Software with no Client Software components. The Office Products may not be downloaded to a User’s Device.

**Concurrent Connections.** If a User wants to have concurrent connections to a Server running one of the Office Products (using multiple Devices), then one (1) SAL must be obtained for each concurrent connection. For instance, you must obtain one (1) SAL for a User who wants to access and/or use the services and/or functionality of one of the Office Products from both a PC and a separate laptop at different times of the day. However, you would be required to obtain two (2) SALs for a User if the individual wants to access and/or use the services and/or functionality of an Office Product from both Devices at the same time.

**Separation of Components.** You must offer to the Users (and obtain the SALs for) the complete Office Product installed on your Server, not any subset of the components of such Office Product (e.g., if Office Professional is installed, an Office Professional SAL must be obtained even if the User only uses Word). Similarly, you must install and offer the complete Office Product you are licensing, not any subset of the features of such Office Product. **Restrictions on Evaluation and Testing.** Notwithstanding Section 3(j) of the SPLA, you may not provide access to, or the ability to use, any of the Office Products for the purposes of testing or evaluation to any existing or prospective Customer who is an individual (as opposed to a company or other non-individual legal entity). However, you may provide Software Services for testing and evaluation purposes to any Customer that is a company or other non-individual legal entity pursuant to Section 3(j) of the SPLA subject to the following additional restrictions: (i) each Customer may designate no more than five (5) Users in its organization who may access any of the Office Products for testing or evaluation purposes during such Customer’s thirty (30) day evaluation period; and (ii) no more than a cumulative total of one hundred fifty (150) Users for all Customers may be granted such rights in any one (1) month.

**Use of Media Elements.** The Office Products may include, and identify certain photographs, clip art, shapes, animations, sounds, music and video clips (together “Media Elements”). Authorized Users may copy and modify the Media Elements, and license, display and distribute them, along with modifications as part of the Authorized Users’ software products and services, including such Authorized Users web sites, however, Authorized Users are not licensed to do any of the following. **Usage Restrictions.** you must require Authorized Users to agree **not** to:

- \* sell, license or distribute copies of the Media Elements by themselves or as part of any collection, product or service if the primary value of the product or service is in the Media Elements.
- \* grant Customers any rights to license or distribute the Media Elements.
- \* license 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.
- \* create obscene or scandalous works, as defined by U.S. federal law at the time the work is created, using the Media Elements.

In addition, (1) Authorized Users must indemnify and defend Microsoft from and against any claims or lawsuits, including attorneys' fees, that arise from or result from the licensing, use or distribution of Media Elements as modified by such Authorized Users, and (2) Authorized Users must include a valid copyright notice on its products and services that include the Media Elements.

***Office Live Communications Server 2003, Standard Edition (SAL) (not applicable to prior versions)***

**No Client Software.** This product is Server Software with no Client Software components.

**Users not Registering Presence.** You do not need to obtain a SAL for any Authorized User whose presence information is not registered with a Home Server. For purposes of this section, the term "Home Server" means the component of the Server Software that accepts, processes and registers the presence information of Users and Devices accessing the Server Software, and makes all or a part of such presence information known or available to other Users and Devices.

***Office Live Communications Server 2005 Enterprise Edition/Standard Edition; Office Live Communications Server 2005 Enterprise Edition with Telephony (SAL) (not applicable to prior versions)***

**Client Software.** You may install, or authorize the installation of, the Client Software (Office Communicator 2005) and use the Client Software on any Device solely to access or use the Server Software.

**Additional Software.** You may install and use, on any Devices, any components that are listed below. You may use these components only with the Server Software.

- Microsoft Office Live Communications Server 2005 Software Development Kit
- Microsoft Office Live Communications Server 2005 Archiving Service
- Microsoft Office Live Communications Server 2005 Administration Tools

**Office Live Communications Server 2005 Enterprise Edition with Telephony SALs ("LCS Telephony SAL").** You must acquire an LCS Telephony SAL for each User that uses the telephony integration functionality of the Client Software. For each User for whom an LCS Telephony SAL is obtained, you do not need to obtain a SAL for either the Enterprise Edition or Standard Edition of Office Live Communications Server 2005 as the LCS Telephony SAL is inclusive of the functionality of the other SALs.

**Use of Redistributable Code.** The Server Software contains "Distributable Code" listed in a REDIST.TXT file or marked as "sample" code. An Authorized User may copy and distribute the object code form of Distributable Code listed in REDIST.TXT files. An Authorized User may also modify, copy and distribute the source and object code form of "sample code." As conditions to distribution, the Authorized User must: add significant new functionality to the distributable code, require users to agree to terms that protect it at least as much as the agreement; display its valid copyright notice on its programs; agree that Microsoft reserves all rights not expressly granted; and indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of its programs. An Authorized User may not: alter any copyright, trademark or patent notices in the Distributable Code; use Microsoft's name, logo or trademarks to market the Authorized User's programs; redistribute any Distributable Code, other than "samples," in any program that runs on any platform other than the Windows platform; or modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an excluded license. An excluded license is one which requires, as a condition of use, modification or distribution: disclosure or distribution of the code in source code form; the right for others to modify the code; the right for others to distribute the code for free.

***Office Project Professional 2003 and Office Project Standard 2003 (SAL) (also applicable to prior versions)***

**No Client Software.** The Software Products are Server Software with no Client Software components. The Software Products may not be downloaded to a User's Device. **Microsoft Office Web**

**Components.** An Authorized User may access and use the Office Web Component software included in the Software Product.

**Concurrent Connections.** If a User wants to have concurrent connections to a Server running the Server Software (using multiple Devices), then one (1) SAL must be obtained for each such concurrent connection. For instance, you must obtain one (1) SAL for a User who wants to access and/or use the services and/or functionality of the Server Software from both a PC and a separate laptop at different times of the day. However, you would be required to obtain two (2) SALs for a User if such individual wants to access and/or use the services and/or functionality of the Server Software from both Devices at the same time. **Restrictions on Evaluation and Testing.** Notwithstanding Section 3(j) of the SPLA, you may not provide access to, or the ability to use, the Server Software for the purposes of testing or evaluation to any existing or prospective Customer who is an individual (as opposed to a company or other non-individual legal entity). However, you may provide Software Services for testing and evaluation purposes to any Customer that is a company or other non-individual legal entity pursuant to Section 3(j) of the SPLA subject to the following additional restrictions: (i) each Customer may designate no more than five (5) Users in its organization who may access the Server Software for testing or evaluation purposes during such Customer's thirty (30) day evaluation period; and (ii) no more than a cumulative total of one hundred fifty (150) Users for all Customers may be granted such rights in any one (1) month.

### ***Office Project Server 2003 (SAL) (also applicable to prior versions)***

**Client Software.** The only Client Software in this Software Product is Project Web Access Components to be used solely to access and use the functionality of the Server Software.

**SharePoint Team Services.** You may install one copy of the SharePoint Team Services software on any Server on which the Server Software is installed.

**Concurrent Connections.** If a User wants to have concurrent connections to a Server running the Server Software (using multiple Devices), then one (1) SAL must be obtained for each such concurrent connection. For instance, you must obtain one (1) SAL for a User who wants to access and/or use the services and/or functionality of the Server Software from both a PC and a separate laptop at different times of the day. However, you would be required to obtain two (2) SALs for a User if such individual wants to access and/or use the services and/or functionality of the Server Software from both Devices at the same time. **Restrictions on Evaluation and Testing.** Notwithstanding Section 3(j) of the SPLA, you may not provide access to, or the ability to use, the Server Software for the purposes of testing or evaluation to any existing or prospective Customer who is an individual (as opposed to a company or other non-individual legal entity). However, you may provide Software Services for testing and evaluation purposes to any Customer that is a company or other non-individual legal entity pursuant to Section 3(j) of the SPLA subject to the following additional restrictions: (i) each Customer may designate no more than five (5) Users in its organization who may access the Server Software for testing or evaluation purposes during such Customer's thirty (30) day evaluation period; and (ii) no more than a cumulative total of one hundred fifty (150) Users for all Customers may be granted such rights in any one (1) month.

### ***Office SharePoint Portal Server 2003 (SAL) (not applicable to prior versions)***

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

### ***Office SharePoint Portal Server 2003 External Connector for Non-Employees (PL) (also applicable to prior versions)***

**Installation – Server Software.** You may install and run any number of copies of the Server Software on your Server; however, you need to obtain one (1) PL for each of your Server's processors. As an

exception to that rule, if you have made a processor inaccessible to all operating system copies on which the Server Software is set up to run, you do not need to obtain a PL for that processor. Examples of processors that you have made inaccessible to operating system copies are processors that you have isolated by partitioning or other similar method. You do not need more than one (1) PL for any processor. **Two PL Minimum.** You must obtain at least two (2) PLs to be authorized to use this Software Product. **Access to the Software Product.** Only Users who are "External Users" may access the Software Product pursuant to a PL. An "External User" is any User other than a person who is (1) a Customer (person) to whom you provide Software Services with the Server Software; (2) a full-time, part-time or temporary employee of a Customer (organization); or (3) an agency temporary personnel or independent contractor on assignment at the worksite of a Customer (organization). As used in this definition of "External User," the term "Customer (organization)" includes any entity which (a) the Customer owns and controls, directly or indirectly; (b) owns and controls the Customer, directly or indirectly; or (c) is directly or indirectly under common ownership and control with the Customer, unless the Customer is a governmental entity. If any User does not clearly qualify as an "External User" as defined above, that User will not be treated as an External User for purposes hereof and may only access the Software Product if a SAL for Office SharePoint Portal Server is obtained for that User.

### ***Operations Manager 2005 and Operations Manager 2005 with SQL Server 2000 Technology (SAL) (not applicable to prior versions)***

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

**Installation—Client Software.** You may authorize installation and use of the Client Software on any Device solely to be managed by the Server Software. **Installation—Supporting Components.** You may install and use the following components of the Server Software as described in the product documentation (collectively the "Supporting Components") on any Server in your organization solely in support of the Server Software: Microsoft Operations Manager 2005 reporting services, connector framework, web console, user interface, agent and helper binaries, management packs, Microsoft Operations Manager 2005 database schema, SQL Server 2000 management tools (if you have licensed Microsoft Operations Manager 2005 with SQL Server 2000 Technology). **SAL Requirements.** You must obtain a SAL for each Device that is managed by the Server Software, whether directly or indirectly through a multiplexing, pooling or similar software or hardware. For this Software Product, you do not need to obtain a SAL for each User. For the purposes of this section, "Device" means a Server, single personal computer, workstation, terminal, handheld computer, pager, telephone, personal digital assistant, or other electronic device.

### **Additional Rights and Restrictions for Microsoft Operations Manager 2005 with SQL Server Technology.**

A restricted use version of Microsoft SQL Server 2000 Standard Edition ("SQL Software") is included with the Software Product as an additional component. **Installation—SQL Server - Server Software.** For each installed copy of the Server Software for Microsoft Operations Manager 2005 licensed by means of Microsoft Operations Manager 2005 with SQL Server Technology SALs, you may install and use one (1) copy of the SQL Software on a single Server. **Runtime—Restricted Use.** The SQL Software may only be used to support your licensed copies of Microsoft Operations Manager 2005 and Systems Management Server 2003 ("your systems management software") solely as part of your systems management software. The SQL Software may not be used either (i) to develop, or (ii) in conjunction with, new applications, databases or tables other than those contained in the systems management software. The foregoing provision, however, does not prohibit Authorized Users from using a tool to run queries or reports from existing tables, and/or from using a development environment or workbench which is part of the systems management software to configure or extend such systems management software. You may allow any number of Devices for which Microsoft Operations Manager 2005 with SQL Server Technology SALs have been obtained to use or access the services of the Server running the SQL Software as part of your systems management software without obtaining SQL Server SALs for the Users using those Devices.

***Operations Manager 2000 Server, Operations Manager 2000 Server Application Management Pack and Operations Manager 2000 Server with SQL Server 2000 Technology (PL) (not applicable to prior versions)***

» For information regarding PL terms for these Software Products, please contact your Microsoft Account Manager or Software Products Reseller.

**Server Software.** The Server Software in this product consists of two components: Server Software which provides centralized event monitoring and management services or functionality (the “Manager Software”) and Server Software which enables a Server to be monitored and/or managed by a Server running the Manager Software (the “Managed Software”). You may install and run any number of copies of the Manager Software on your Server and the Manager Software and Managed Software may be installed and used on multiple Servers, either together or separately, so long as an Operations Manager Server PL or an Operations Manager Server with SQL Server Technology PL (“Base PL”) is acquired for each processor of each Server on which the Manager Software is installed and for each processor of each Server which is managed and/or monitored by the Manager Software through use of the Managed Software. As an exception to that rule, if you have made a processor inaccessible to all operating system copies on which the Manager Software or Managed Software is set up to run, you do not need to obtain a Base PL for that processor. Examples of processors that you have made inaccessible to operating system copies are processors that you have isolated by partitioning or other similar method. You do not need more than one (1) Base PL for any processor. You may not separate the component parts of the Manager Software for use on more than one (1) Server. **No Client Software.** This product is Server Software, with no Client Software components.

**Operations Manager Server Application Management Pack PL. Additional PL.** In addition to the Base PL, you must obtain an Operations Manager Server Application Management Pack PL (“Application PL”) for each processor of each Server which is managed and/or monitored by the Manager Software through use of the Managed Software using the Application Management Pack Rules of the Server Software (as described in the Software Product documentation). As an exception to that rule, if you have made a processor inaccessible to all operating system copies on which the Manager Software or Managed Software is set up to run, you do not need to obtain an Application PL for that processor. Examples of processors that you have made inaccessible to operating system copies are processors that you have isolated by partitioning or other similar method. You do not need more than one (1) Application PL for any processor. **Other Software.** In addition to Server Software for Operations Manager Server, the Software Product may contain “Other Software” which enables operations consoles and reporting consoles (“Administration Consoles”) to access the services and functionality provided by the Server Software, and updates databases utilized by the Server Software which may be stored on computers separate from the Manager Server (“Database Computers”). So long as you obtain the appropriate number of Base PLs and Application PLs, you may upgrade, install and use an unlimited number of copies of the Other Software solely for Administration Consoles and Database Computers residing on your premises.

**Administration.** You do not need to obtain a Base PL or an Application PL solely for hosting the Administration Console of the Server Software.

**Special Note for SQL Server.** The use of SQL Server on a separate Server acting as a repository for the Manager Software requires that you obtain one (1) Base PL for each processor of the Server on which SQL Server is installed. If SQL Server is also separately monitored and/or managed by the Manager Software through use of the Managed Software using the Application Management Pack Rules of the Server Software, you must also obtain one (1) Application PL for each processor of the Server on which SQL Server is installed.

**Additional Rights and Restrictions for Operations Manager 2000 with SQL Server 2000 Technology.**

A copy of Microsoft SQL Server 2000 Standard Edition (“SQL Software”) is included with the Software Product as an additional component. **Installation—SQL Server - Server Software.** Provided you have obtained the required number of Operations Manager Server with SQL Server Technology PLs, as set forth above, you may install and use one (1) copy of the Server Software for the SQL Software on a

single Server with your Manager Software. **Runtime—Restricted Use.** The SQL Software may only be used to support copies of your licensed copies of Systems Management Server 2003 and Operations Manager 2000 (“your systems management software”) solely as part of your systems management software. The SQL Software may not be used either (i) to develop, or (ii) in conjunction with, new applications, databases or tables other than those contained in the systems management software. The foregoing provision, however, does not prohibit Authorized Users from using a tool to run queries or reports from existing tables, and/or from using a development environment or workbench which is part of your systems management software to configure or extend such systems management software. You may allow any number of Authorized Users to use or access the services of the Server running the SQL Software as part of your systems management software without obtaining SQL Server SALs for such Authorized Users. **Installation—SQL Server - Client Software.** You may install, or authorize the installation of, the Client Software (SQL Server Personal Edition) on any Device so long as it is being used only in conjunction with the systems management software. **SQL Server Tools.** An Authorized User may use the Management Tools, Books-Online, and Development Tools components of SQL Server solely for internal use in conjunction with the SQL Software and the systems management software.

### ***Provisioning System (PL) (not applicable to prior versions)***

**Installation – Server Software.** You may install and run any number of copies of the Server Software on a Server that is running a validly licensed copy of Microsoft Windows 2000 Advanced Server or Microsoft Windows 2000 Datacenter Server; however, you need to obtain one (1) PL for each of your Server’s processors. As an exception to that rule, if you have made a processor inaccessible to all operating system copies on which the Server Software is set up to run, you do not need to obtain a PL for that processor. Examples of processors that you have made inaccessible to operating system copies are processors that you have isolated by partitioning or other similar method. You do not need more than one (1) PL for any processor. You may not separate component parts of the Server Software for use on more than one (1) Server. **Modification – Server Software.** You may modify, solely for integration with your other internal computer and Server systems, only those Product files that are either (i) identified as .xml or .asp files, or (ii) are not installed on the Server as part of the Product’s setup program. Any permitted modifications you may make to the Product pursuant hereto are not covered by the Limited Warranty in the SPLA.

### ***Small Business Server 2000 (SAL) (also applicable to prior versions)***

» Notwithstanding anything to the contrary contained in the SPLA, if you have separately acquired the Feature Pack for Windows Server Operating System Software, Windows Server Update Services (“WSUS”) (including prior versions) for use with Small Business Server 2000 as part of your Software Services, the General Terms section above (including SAL and/or PL rights and restrictions), the additional terms for WSUS, as well as the following additional terms below apply to such use.

**Installation--Server Software.** You may install and use one (1) copy of the Server Software on a single Server, provided that such Server may not be connected to more than fifty (50) Devices (inclusive of any indirect connections made through software or hardware that pools or aggregates connections). You may not separate the Server Software components for use on more than one (1) Server. Regardless of the number of SALs you obtain for the Software Product, only a single instance of the Software 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 Rights and Limitations below, you may install and use, or authorize installation and use of, the Client Software for up to fifty (50) Users, provided that you have obtained and dedicated a Small Business Server 2000 SAL to each such User.

**Note Regarding Use of Administrator Tools.** You may install and use the integrated Small Business Server Management Console and related tools and snap-ins on any Device within your organization for the sole purpose of administering the Server Software. **Note Regarding Use of Redistributable Components.** An Authorized User may modify, reproduce and/or distribute the files listed in the REDIST.TXT file (collectively referred to as “Redistributable Components”) provided that you must require

such Authorized User to comply with the Modification and Distribution Terms listed in such REDIST.TXT file.

**Small Business Server 2000 SAL Requirements.** Except as otherwise provided below in Component Rights and Limitations, you must obtain one (1) Small Business Server 2000 SAL for each User that accesses or uses the Server Software. SALs for the individual Server Software components do not authorize a User to access and use such individual Server Software components when they are obtained as part of the Software Product; only the Small Business Server 2000 SAL provides a User with such access and use rights.

#### **Component Rights and Limitations.**

**a. Windows Server. Processor Limitation.** The Windows Server Software may be used by no more than four (4) processors of the Server at any one time. **SAL Requirements.** You must obtain one (1) separate Small Business Server 2000 SAL for each “Authenticated User” or a User that uses “Windows Server Services” regardless of what software you use. **Terminal Services.** In addition to a SAL, you must obtain one (1) Windows 2000 Server, Terminal Services SAL for each User that uses “Terminal Services.” You do not need to obtain a Windows 2000 Server, Terminal Services SAL to use Terminal Services for Users using Devices running a licensed copy of Windows 2000 Professional, Windows XP Professional or Windows XP Home. Windows 2000 Server, Terminal Services SALs that you obtain may be used only in conjunction with your Windows Server Software.

##### **Definitions.**

\* “Authenticated User” is a User who directly or indirectly uses the Windows Server Integrated Sign-On Service or receives credentials from the Windows Directory Services. Note in some instances credentials are acquired by the software being used by the User without the User’s request.

\* “Windows Server Integrated Sign-On Service” – when the software or service used by a User makes a call to a standard logon application programming interface (e.g. LogonUser) to receive credentials, the User becomes an “Authenticated User.”

\* “Windows Server Services” include File Services (accessing or managing files or disk storage), Printing Services (printing to a printer managed by the Software 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 Windows Server Software to enable Devices to use software residing on the Server, or (ii) using other software in conjunction with the Windows Server Software to provide similar services.

**b. Exchange Server. Client Software.** You may install, or authorize the installation of, the Client Software (including Outlook) for Exchange Server on the primary Device, and one other Device, of a User for whom you have obtained a Small Business Server 2000 SAL. **Concurrent Connections.** If a User wants to have concurrent connections to a Server running the Server Software (using multiple Devices), then one (1) Small Business Server 2000 SAL must be obtained for each such concurrent connection. For instance, you must obtain one (1) SAL for a User who wants to access and/or use the services and/or functionality of the Server Software from both a PC and a separate laptop at different times of the day. However, you would be required to obtain two (2) SALs for a User if such individual wants to access and/or use the services and/or functionality of the Server Software from both Devices at the same time.

**c. SQL Server Standard. Client Software.** You may install, or authorize the installation of, the SQL Server Desktop Component on any Device for use solely by a User for whom you have obtained a Small Business Server 2000 SAL. **Client Access.** You do not need a SAL in order for SQL Server Standard to interact only with another SQL Server Standard or SQL Server, Enterprise Edition. **Note Regarding Use of SQL Server Tools.** You may only use the Management Tools, Books-Online, and Development Tools components of SQL Server Standard on each Device used by a User for whom you have obtained a Small Business Server 2000 SAL. **Note Regarding the Use of Redistributable Components.** In addition to the rights granted above, an Authorized User may use, reproduce and distribute the SQL Server Desktop Engine (“MSDE”) and the files listed in the REDIST.TXT contained in the Software Product (collectively, the “Redistributable Code”), provided

that you must require such Authorized User to also agree to comply with the requirements in the “Use of Redistributable Code” section of the Additional Terms for SQL Server 2000 – Enterprise Edition/Standard Edition below.

**d. Internet Security and Acceleration Server. Client Access.** You do not need a SAL to access or otherwise use the services or functionality of Internet Security and Acceleration Server.

**e. 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 Software Product is installed as authorized in “Installation – Server Software” above and (ii) monitor any User for whom you have obtained and dedicated a Small Business Server 2000 SAL. **Client Access.** No Small Business Server 2000 SAL is required for a User who only uses a Device as the administrative console for Health Monitor 2.1 provided such User is not itself being monitored by Health Monitor 2.1.

**f. Shared Fax Service and Shared Modem Service. Client Access.** You must have a Small Business Server 2000 SAL for each User that accesses or uses the Shared Fax Service /or Shared Modem Service Server Software.

**g. FrontPage.** You may authorize the installation and use of only one (1) copy of the FrontPage software provided with the Software Product as Client Software on only one (1) Device per each Customer.

### ***Speech Server 2004 R2 – Enterprise Edition (PL) (not applicable to prior versions)***

**Installation – Server Software.** You may install and run any number of copies of the Server Software on a Server; however, you need to obtain one (1) PL for each of your Server’s processors. You do not need a PL for a processor that cannot access any copy of the operating system on which the Server Software is set up to run. For example, you do not need a PL for a processor isolated by partitioning or other similar method that meets the criteria above. The Software Product or your hardware may limit the number of copies that can run on the Server. **Additional Software.** You may install, on any of the Customers’ or your Devices, any of the following components: Microsoft Speech Application Deployment Service, Microsoft Speech Application Log Analysis Tools, Microsoft Speech Server Language Packs, and Microsoft Speech Application Software Development Kit. You may use these components only with the Server Software.

**Use of Redistribution Software.** The Software Product contains code that you are permitted to distribute in programs you develop if you comply with these terms. For purposes of this section, “you” includes your Customers.

- i. **Right to Use and Distribute.** The code and text files listed below are “Distributable Code.” You may
  - a. *REDIST.TXT Files.* Copy and distribute the object code form of code listed in REDIST.TXT files;
  - b. *Sample Code.* Modify, copy and distribute the source and object code form of code marked as “sample;” and
  - c. *Third Party Distribution.* Permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.
- ii. **Distribution Requirements.** For any Distributable Code you distribute, you must
  - a. add significant primary functionality to it in your programs;
  - b. require distributors and external end users to agree to terms that protect it at least as much as this SPUR and the SPLA;
  - c. display your valid copyright notice on your programs; and
  - d. indemnify, defend, and hold harmless Microsoft from any claims, including attorneys’ fees, related to the distribution or use of your programs.
- iii. **Distribution Restrictions.** You may not:
  - a. alter any copyright, trademark or patent notices in the Distributable Code;
  - b. use Microsoft’s trademarks in your programs’ names or in a way that suggests your programs come from or are endorsed by Microsoft;
  - c. distribute Distributable Code to run on a platform other than the Windows platform;
  - d. include Distributable Code in malicious, deceptive or unlawful programs; or

- e. modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that:
  - o the code be disclosed or distributed in source code form, or
  - o others have the right to modify it.

**Microsoft Operations Manager (MOM) Management Packs.** The Server Software may contain MOM Management Packs. This data is part of MOM (Microsoft Operations Manager). The license terms for MOM in the SPUR apply to your use of these MOM Management Packs.

### ***Speech Server 2004 – Enterprise Edition (PL) (not applicable to prior versions)***

**Installation – Server Software.** You may install and run any number of copies of the Server Software on a Server that is running a validly licensed copy of Microsoft Windows Server 2003; however, you need to obtain one (1) PL for each of your Server's processors. As an exception to that rule, if you have made a processor inaccessible to all operating system copies on which the Server Software is set up to run, you do not need to obtain a PL for that processor. Examples of processors that you have made inaccessible to operating system copies are processors that you have isolated by partitioning or other similar method. You do not need more than one (1) PL for any processor. **Enterprise Edition.** You may install the Telephony Application Service and the Speech Engine Service component parts of the Server Software on your Servers, provided that the Telephony Application Service does not reside on the same Server as the Speech Engine Service. Each instance of a Telephony Application Service can only be used with a single instance of the Telephony Interface Manager software.

**Modification – Server Software.** You may modify solely for integration with your other internal computer and Server systems on which you provide Software Services, those portions of the Server Software known as Microsoft Enterprise Instrumentation Framework, including software code (both source and object form) and documentation ("MEIF") and Reporting Tools. Any permitted modifications you make to the MEIF or Reporting Tools pursuant hereto are not covered by the Limited Warranty in the SPLA. **SQL License Requirement.** In order to use and modify the Reporting Tools, you must also run a validly licensed copy of Microsoft SQL Server 2000.

**Use of Additional Components.** You may make and use a reasonable number of copies of the ASP.NET Speech Controls, Microsoft Speech Application Deployment Service, and Microsoft Speech Application Log Analysis Tools (the "Additional Components") of the Server Software solely as part of your Software Services. **Documentation.** You may make and use an unlimited number of copies of any documentation associated with the Server Software and Additional Components solely as part of your Software Services, provided that such copies are not to be republished or distributed (either in hard copy or electronic form) beyond your premises except as necessary to provide Software Services to Authorized Users.

**Use of Redistribution Software ("SDK Software") – Speech Server 2004 Enterprise Edition.** If included in the Software Product, an Authorized User may install and use copies of the SDK Software on one or more computers located at the Authorized User's premises solely for the purpose of building applications that work in conjunction with the Server Software ("Applications"). An Authorized User may modify the Sample Code (identified in the "samples" directories) to design, develop, and test such Authorized User's Applications, and may reproduce and use the Sample Code, as modified, on one or more computers located at such Authorized User's premises. An Authorized User may also reproduce and distribute the Sample Code, along with any modifications such Authorized User makes thereto (for purposes of this section, "modifications" means 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 must require the Authorized User to agree:

- a. To distribute the Redistributable Code in object code form and only in conjunction with and as a part of a software application product developed by such Authorized User that adds significant and primary functionality to the Redistributable Code ("Application");
- b. That, in the Application, the Redistributable Code only operates in conjunction with other Microsoft products;
- c. To not use Microsoft's name, logo, or trademarks to market the Application;
- d. To include a valid copyright notice in such Authorized User's name on the Application;

- e. 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;
- f. To otherwise comply with these terms and conditions;
- g. That Microsoft reserves all rights not expressly granted; and
- h. To not permit further distribution of the Redistributable Code by end users of the Application except such Authorized User may permit further redistribution of the Redistributable Code by distributors of the Application to end-user customers of such Authorized User if such distributors only distribute the Redistributable Code in conjunction with, and as part of, the Application and such Authorized User and such distributors comply with all other terms of this SPUR.

**SQL Server 2000 – Enterprise Edition/Standard Edition (SAL or PL) (also applicable to prior versions) and SQL Server 2000 Workgroup Edition (SAL or PL) (not applicable to prior versions)**

» The rights and limitations depend on which license(s) you have obtained with respect to the Software Product: SAL(s) or PL(s).

**SAL Requirements.**

You must obtain one (1) SAL for each User who:

- \* accesses or otherwise uses the services of the Server Software (*including* Users using Microsoft SQL Server Desktop Engine (“MSDE”) for such access), or
- \* installs and uses SQL Server Personal Edition, or
- \* uses the Management Tools, Books-Online, and Development Tools components of the Server Software (collectively “Tools”). A User may only use the Tools in conjunction with the Server Software.

You must obtain a minimum of 5 SALs to be authorized to use SQL Server 2000 Workgroup Edition only.

**Use of Redistributable Code.** In addition to the rights granted above, an Authorized User may use, reproduce and distribute the Microsoft SQL Server Desktop Engine (“MSDE”) and the files listed in the REDIST.TXT contained in the Software Product (collectively, the “Redistributable Code”), provided that you must require such Authorized User to also agree to comply with the requirements in sections (a) through (h) of the “Use of Redistribution Software (“SDK Software”) -- BizTalk Server 2000 Enterprise Edition/Standard Edition” section of the Additional Terms for BizTalk Server 2000 Enterprise Edition/Standard Edition above and, with respect to the “Jet Files,” if any (as identified in the Software) or MSDE (individually and collectively, the “MS DB Files”), you must require such Authorized User to agree to comply with the following additional requirements: (a) the Application shall not substantially duplicate the capabilities of Microsoft Access or, in the reasonable opinion of Microsoft, compete with same; and (b) unless the Application requires the customers of such Authorized User to license Microsoft Access in order to operate, such Authorized User shall not reproduce or use any of the MS DB Files 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.

**Separate Drivers provided by Microsoft.** Any separate drivers provided to you by Microsoft without additional charge for use with SQL Server to provide Software Services shall be subject to the terms of the applicable End-User License Agreement accompanying such driver, with the exception that any provision in such End-User License Agreement prohibiting the use of the driver to provide commercial hosting services shall be of no force or effect when such driver is used with SQL Server to provide Software Services pursuant to the SPLA and this SPUR.

OR

**PL Requirements.**

**Server Software.** You may install and run any number of copies of the Server Software on your Server; however, you need to obtain one (1) PL for each of your Server's processors. As an exception to that rule, if you have made a processor inaccessible to all operating system copies on which the Server Software is set up to run, you do not need to obtain a PL for that processor. Examples of processors that you have made inaccessible to operating system copies are processors that you have isolated by partitioning or other similar method. You do not need more than one (1) PL for any processor. An Authorized User may use the Management Tools, Books-Online, and Development Tools components of the Server Software (collectively "Tools") solely in conjunction with 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 (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.

**Use of Redistributable Code.** In addition to the rights granted above, an Authorized User may use, reproduce and distribute the Microsoft SQL Server Desktop Engine ("MSDE") and the files listed in the REDIST.TXT contained in the Software Product (collectively, the "Redistributable Code"), provided that you must require such Authorized User to also agree to comply with the requirements in sections (a) through (h) of the "Use of Redistribution Software ("SDK Software") -- BizTalk Server 2000 Enterprise Edition/Standard Edition" section of the Additional Terms for BizTalk Server 2000 Enterprise Edition/Standard Edition above and, with respect to the "Jet Files," if any (as identified in the Software) or MSDE (individually and collectively, the "MS DB Files"), you must require such Authorized User to agree to comply with the following additional requirements: (a) the Application shall not substantially duplicate the capabilities of Microsoft Access or, in the reasonable opinion of Microsoft, compete with same; and (b) unless the Application requires the customers of such Authorized User to license Microsoft Access in order to operate, such Authorized User shall not reproduce or use any of the MS DB Files 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.

**Separate Drivers provided by Microsoft.** Any separate drivers provided to you by Microsoft without additional charge for use with SQL Server to provide Software Services shall be subject to the terms of the applicable End-User License Agreement accompanying such driver, with the exception that any provision in such End-User License Agreement prohibiting the use of the driver to provide commercial hosting services shall be of no force or effect when such driver is used with SQL Server to provide Software Services pursuant to the SPLA and this SPUR.

***System Center Data Protection Manager 2006 (SAL) (not applicable to prior versions)***

**Installation—Additional Software.** You may install and use the following component of the Server Software as described in the product documentation on any Device: Data Protection Manager 2006 File Agent. You may use this component only with the Server Software. **SAL Requirements.** You must obtain a SAL for each Device that the Server Software manages. For this Software Product, you do not need to obtain a SAL for each User. For the purposes of this section, "Device" means a Server and to "manage" a Device means to solicit data about, configure, or give instructions to the Device's hardware or software, other than to discover the presence of a Device's hardware or software. Hardware or software that reduces the number of Devices that are directly managed by the Server Software (sometimes referred to as "multiplexing" or "pooling") does not reduce the number of SALs you need. **Reassignment of SALs.** In addition, you may: (1) permanently reassign a SAL from one Device to another; and (2) temporarily reassign a SAL to a loaner Device while the first Device is out of service.

**Use Rights for SQL Server 2000.** If your edition of the Server Software includes SQL Server 2000 Technology, you may install SQL Server on one Device and use it solely to support the Server Software.

**Microsoft Operations Manager (MOM) Management Packs.** The Server Software may contain MOM Management Packs. This data is part of MOM (Microsoft Operations Manager). The license terms for MOM in the SPUR apply to your use of these MOM Management Packs.

### ***Systems Management Server 2003 (“SMS”) and Systems Management Server 2003 with SQL Server 2000 Technology (SAL) (not applicable to prior versions)***

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

**Installation—Client Software.** You may authorize installation and use of the Client Software on any Device solely to be managed by the Server Software. **Installation—Supporting Components.** You may install and use the following components of the Server Software as described in the product documentation (collectively the “Supporting Components”) on any Server in your organization solely in support of the Server Software: Secondary Site Server, Network Monitor, Administrator Console, Systems Management Server Provider, Recovery Point, Reporting Point, Server Locator Point, Distribution Point, Management Point, Client Access Point and Sender Server. **SAL Requirements.** You must obtain a SAL for each Device that is managed by the Server Software, whether directly or indirectly through a multiplexing, pooling or similar software or hardware. For this Software Product, you do not need to obtain a SAL for each User. For the purposes of this section, “Device” means a single personal computer, workstation, terminal, handheld computer, pager, telephone, personal digital assistant, Server or other electronic device.

#### **Additional Rights and Restrictions for Systems Management Server 2003 with SQL Server Technology.**

A copy of Microsoft SQL Server 2000 Standard Edition (“SQL Software”) is included with the Software Product as an additional component. **Installation—SQL Server - Server Software.** For each installed copy of the Server Software for Systems Management Server 2003 licensed by means of Systems Management Server with SQL Server Technology SALs, you may install and use one copy of the SQL Software on a single Server. **Runtime—Restricted Use.** The SQL Software may only be used to support your licensed copies of Systems Management Server 2003 and Operations Manager 2000 (“your systems management software”) solely as part of your systems management software. The SQL Software may not be used either (i) to develop, or (ii) in conjunction with, new applications, databases or tables other than those contained in the systems management software. The foregoing provision, however, does not prohibit Authorized Users from using a tool to run queries or reports from existing tables, and/or from using a development environment or workbench which is part of the systems management software to configure or extend such systems management software. You may allow any number of Devices for which Systems Management Server with SQL Server Technology SALs have been obtained to use or access the services of the Server running the SQL Software as part of your systems management software without obtaining SQL Server SALs for the Users using those Devices. **Installation—SQL Server - Client Software.** You may install, or authorize the installation of, the Client Software (SQL Server Personal Edition) on any Device for which a SAL has been obtained so long as it is being used only in conjunction with the systems management software. **SQL Server Tools.** An Authorized User may use the Management Tools, Books-Online, and Development Tools components of the SQL Software solely for internal use in conjunction with the SQL Software and the systems management software.

### ***Systems Management Server 2.0 (“SMS”) (SAL) (also applicable to prior versions)***

**Installation—Client Software.** An Authorized User may install and use the Installer component of the Client Software (“SMS Installer”) only on Devices primarily used by such Authorized User and only for the purpose of creating installation programs through the use of SMS Installer (“Setup Programs”). An Authorized User 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 such

Authorized User's Setup Programs. An Authorized User may also install and use in object code form the Redistributable Components (as defined below), along with any modifications such Authorized User may make to the Sample Code, only on Devices primarily used by such Authorized User for a purpose other than creation of Setup Programs, provided that: (a) you must require such Authorized User to agree to reproduce and use the Redistributable Components only in conjunction with or as part of a Setup Program; (b) a valid SAL is obtained for Systems Management Server for each User that uses the Redistributable Components; and (c) you must require such Authorized User to agree to 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 such Authorized User's Setup Program or any software installed by such Setup Program. An Authorized User does not have any other right to install or use SMS Installer. **Use of the Redistributable Components.** An Authorized User may reproduce and distribute the files listed in the REDIST.TXT file (collectively referred to as "Redistributable Components"), along with any modifications such Authorized User may make to the Sample Code, provided that you must require such Authorized User to 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 (a) - (c) in the "Installation – Client Software" section above. **User Access.** You do not need a SAL in order to permit Users solely to execute Systems Management Server-to-Systems Management Server communications that are solely managing a third Device. **Administration Console or Utilities.** You also do not need to obtain a SAL for SQL Server to use the administration console or utilities provided with Systems Management Server to access or otherwise use the services of SQL Server. **Metering Services and Client Access Points.** You may install and use the Metering Services and Client Access Points components of the Server Software on any computer running a validly licensed copy of Windows NT Server within your organization.

***Virtual Server 2005 - Enterprise Edition/Standard Edition (PL) (not applicable to prior versions)***

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

**No Client Software.** This product is Server Software with no Client Software components.

**Installation – Server Software.** You may install and use one (1) copy of the Server Software on a single Server. Notwithstanding the General Terms governing Processor Licenses, you must obtain one (1) valid PL for each installation of Server Software on your Servers regardless of the number of physical processors on each Server. **Processor Limitation.** Virtual Server 2005 – Standard Edition is able to support up to four (4) processors per Server. Virtual Server 2005 – Enterprise Edition is able to support up to thirty-two (32) processors per Server.

***Visio Professional 2002 and Visio Standard 2002 (SAL) (also applicable to prior versions)***

**No Client Software.** This product is Server Software with no Client Software components.

**Concurrent Connections.** If a User wants to have concurrent connections to a Server running the Server Software (using multiple Devices), then one (1) SAL must be obtained for each such concurrent connection. For instance, you must obtain one (1) SAL for a User who wants to access and/or use the services and/or functionality of the Server Software from both a PC and a separate laptop at different times of the day. However, you would be required to obtain two (2) SALs for a User if such individual wants to access and/or use the services and/or functionality of the Server Software from both Devices at the same time. **Restrictions on Evaluation and Testing.** Notwithstanding Section 3(j) of the SPLA, you may not provide access to, or the ability to use, the Server Software for the purposes of testing or evaluation to any existing or prospective Customer who is an individual (as opposed to a company or other non-individual legal entity). However, you may provide Software Services for testing and evaluation

purposes to any Customer that is a company or other non-individual legal entity pursuant to Section 3(j) of the SPLA subject to the following additional restrictions: (i) each Customer may designate no more than five (5) Users in its organization who may access the Server Software for testing or evaluation purposes during such Customer's thirty (30) day evaluation period; and (ii) no more than a cumulative total of one hundred fifty (150) Users for all Customers may be granted such rights in any one (1) month.

***Feature Pack for Windows Server Operating System Software, Windows Server Update Services for Windows Server 2003 (for the Windows Server Software Products noted herein)(also applicable to prior versions)***

- » You must obtain the Software Product via electronic download from Microsoft for use with the Windows Server Software Product as part of your Software Services.
- » The rights and limitations depend on which license(s) you have obtained with respect to the Windows Server Software Product: PL(s) or SAL(s).

**Installation—Server Software.** You may install and run the number of copies of Software Product corresponding to the number of PLs and/or SALs that you have acquired for the relevant Windows Server Software Product, in order to update each such copy of the Windows Server Products and for no other purpose. You may reproduce the Software Product as necessary to accomplish the foregoing. By way of example, you may not use the Software Product to update any other Microsoft software products, including without limitation, software products licensed directly by Customers for use on the Customers' Devices.

***Windows 2000 Advanced Server and Windows 2000 Server (PL or SAL) (also applicable to prior versions) and Windows 2000 Server, Terminal Services (SAL) (also applicable to prior versions)***

- » The rights and limitations depend on which license(s) you have obtained with respect to the Software Product: PL(s) or SAL(s).
- » Notwithstanding anything to the contrary contained in the SPLA, if you have separately acquired the Feature Pack for Windows Server Operating System Software, Windows Server Update Services ("WSUS") (including applicable prior versions) for use with Windows 2000 Advanced Server, Windows 2000 Server as part of your Software Services, the General Terms section above (including SAL and/or PL rights and restrictions), the additional terms for WSUS as well as the following additional terms below apply to such use.

**PL Requirements.**

**Installation—Server Software.** You may not separate component parts of the Server Software for use on more than one (1) Server unless a separate PL is obtained for each such additional Server.

**OR**

**SAL Requirements.** You must obtain one (1) SAL for each "Authenticated User" or a User who uses "Windows Server Services" regardless of what software you use. No other Users may use or access the services of a Server running the Server Software when such Server Software is licensed pursuant to SAL(s).

**Terminal Services.** In addition to a SAL or PL, you must obtain one (1) Windows 2000 Server, Terminal Services SAL for each User who uses "Terminal Services." You do not need a Windows 2000 Server, Terminal Services SAL to use Terminal Services for Users using Devices running a licensed copy of Windows 2000 Professional, Windows XP Professional or Windows XP Home. Windows 2000 Server, Terminal Services SALs that you obtain may be used only in conjunction with the Windows Server Software.

## **Definitions.**

*“Authenticated User”* is a User who directly or indirectly uses the Windows Server Integrated Sign-On Service or receives credentials from the Windows Directory Services. Note in some instances credentials are acquired by the software being used by the User without the User’s request.

*“Windows Server Integrated Sign-On Service”* – when the software or service used by a User makes a call to a standard logon application programming interface (e.g. LogonUser) to receive credentials, the User becomes an *“Authenticated User.”*

*“Windows Server Services”* include File Services (accessing or managing files or disk storage), Printing Services (printing to a printer managed by the Software 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.

## ***Windows 2000 Advanced Server Unauthenticated and Windows 2000 Server Unauthenticated (PL) (also applicable to prior versions)***

- » Notwithstanding anything to the contrary contained in the SPLA, if you have separately acquired the Feature Pack for Windows Server Operating System Software, Windows Server Update Services (“WSUS”) (including applicable prior versions) for use with Windows 2000 Advanced Server Unauthenticated and Windows 2000 Server Unauthenticated as part of your Software Services, the General Terms section above (including SAL and/or PL rights and restrictions), the additional terms for WSUS as well as the following additional terms below apply to such use.

**Installation—Server Software.** You may not separate component parts of the Server Software for use on more than one (1) Server unless a separate PL is obtained for each such additional Server.

**Restrictions on Use.** Neither Authenticated Users (as defined in the Windows 2000 Advanced Server section) nor Users using either Windows Server Services or Terminal Services (as defined in the Windows 2000 Advanced Server section) may use or access the services of a Server running the Server Software, with the limited exception that you may permit up to five (5) Authenticated Users to use or access the services of a Server running the Server Software.

## ***Windows Server 2003 Anonymous, Enterprise Edition/Standard Edition (PL) (not applicable to prior versions)***

- » Features supported on 32-bit and 64-bit versions, including some features mentioned by reference in the additional terms below, may not be identical or available in both versions; please refer to product documentation for a list of specific features included with each version.
- » Notwithstanding anything to the contrary contained in the SPLA, if you have separately acquired the Feature Pack for Windows Server Operating System Software, Windows Server Update Services (“WSUS”) (including applicable prior versions) for use with Windows Server 2003 Anonymous Enterprise or Standard Editions as part of your Software Services, the General Terms section above (including SAL and/or PL rights and restrictions), the additional terms for WSUS as well as the following additional terms below apply to such use.

**Installation—Server Software.** You may not separate component parts of the Server Software for use on more than one (1) Server. Assuming that you have obtained the appropriate number of PLs, you may use Windows Server 2003, Standard Edition, with up to four (4) processors on a Server at any one time and you may use Windows Server 2003, Enterprise Edition, with up to eight (8) processors on a Server at any one time.

**Restrictions on Use.** You may allow only the following Users to use or access the Server Software: (i) Users who access the Server Software solely through the Internet and are not authenticated or otherwise individually distinguished by the Server Software or a Multiplexing Service (for example, by browsing a public website anonymously), and/or (ii) Users who access and use the Server Software solely as a platform for server applications (excluding applications that have direct or indirect interaction with Windows authentication services (when user or application credentials are exchanged between the Server Software and a User or Device), for example without limitation Microsoft Exchange Server and Microsoft SharePoint Portal Server). A “Multiplexing Service” is a software application or service accessing or using the Server Software at the request of or on behalf of a User. No other Users may use or access the Server Software with the limited exception that you may permit up to five (5) other Users to use or access the services of a Server running the Server Software. The rights and limitations described in the “Other Rights and Limitations Regarding Windows Server 2003, all editions” section of the Additional Terms for Windows Server 2003, Enterprise Edition/Standard Edition above are also applicable to this Server Software.

***Windows Server 2003, Enterprise Edition/Standard Edition (PL or SAL) (not applicable to prior versions) and Windows Server 2003, Terminal Server (SAL) (not applicable to prior versions)***

- »» Features supported on 32-bit and 64-bit versions, including some features mentioned in the additional terms below, may not be identical or available in both versions; please refer to product documentation for a list of specific features included with each version.
- »» The rights and limitations depend on which license(s) you have obtained with respect to the Software Product: PL(s) or SAL(s).
- »» Notwithstanding anything to the contrary contained in the SPLA, if you have separately acquired the Feature Pack for Windows Server Operating System Software, Windows Server Update Services (“WSUS”) (including prior versions) for use with Windows Server 2003 Enterprise Edition and Windows Server 2003 Standard Edition as part of your Software Services, the General Terms section above (including SAL and/or PL rights and restrictions), the additional terms for WSUS as well as the following additional terms below apply to such use.

**PL Requirements.**

**Installation—Server Software.** You may not separate component parts of the Server Software for use on more than one (1) Server. Assuming that you have obtained the appropriate number of PLs, you may use Windows Server 2003, Standard Edition, with up to four (4) processors on a Server at any one time and you may use Windows Server 2003, Enterprise Edition, with up to eight (8) processors on a Server at any one time.

**OR**

**SAL Requirements.** You must obtain one (1) SAL for each User who accesses or uses the Server Software, whether directly or through a Multiplexing Service (defined below). For example, a SAL must be obtained for each User who uses any of the following services of the Server Software:

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

However, the following Users may not use or access the Server Software when such Server Software is licensed pursuant to SAL(s): Users that would access the Server Software solely through the Internet and would not be authenticated or otherwise individually distinguished by the Server Software or a

Multiplexing Service (for example, by browsing a public website anonymously). A "Multiplexing Service" is a software application or service accessing or using the Server Software at the request of or on behalf of a User. You do not need to obtain a Windows Server 2003 SAL for any User (i) for whom you have obtained a valid Small Business Server 2003 SAL, and (ii) who is accessing Server Software that is not operating as a domain controller and is within the same Small Business Server domain.

**Terminal Server (TS).** In addition to a Windows Server 2003 SAL or PL, you must obtain one (1) Windows Server 2003, Terminal Server SAL (TS SAL) for each User who conducts a "Windows Session." A "Windows Session" means a session during which Server Software hosts a graphical user interface on a Device (whether via the TS component of the Server Software or via other technology). TS SALs that you obtain may be used only in conjunction with the Windows Server 2003 Software Product you are licensing under the SPLA. You do not need a TS SAL when attaching to or mirroring the single Console Session. The "Console Session" is the Windows Session that is conducted through the designated primary keyboard and display device (or similar peripherals).

#### **Other Rights and Limitations Regarding Windows Server 2003, all editions.**

- (a) **Mandatory Activation.** To reduce software piracy, Microsoft requires 32-bit versions of the Server Software to be activated. Microsoft will not collect any personally identifiable information from your Server during the activation process without your consent. Activation of your copy of the Server Software in the manner described during its setup sequence is required; otherwise, your rights to use the Server Software pursuant to this SPUR and the SPLA are limited to the first thirty (30) days after you first install the Server Software. You may activate the Server Software through the use of the Internet or telephone; toll charges may apply. You may also need to reactivate the Server Software if you modify your computer hardware or alter the Software. If you choose Internet activation, the Server Software will contact Microsoft computer systems over the Internet to conduct an authentication process to confirm that you have a licensed copy of the Software. You agree to allow the Server Software to conduct this authentication process. If you have an unlicensed copy of the Server Software, you are not allowed to install the Server Software or future Server Software updates. Additional information about activation is available online at the Microsoft support site.
- (b) **Component Data Storage.** The 32-bit version of the Server Software contains components that use the MSDE data storage technology. All copies and instances of MSDE contained in or installed by the Server Software components may be used only by those Server Software components. Any such copy or instance of MSDE contained in the Server Software may not be accessed or used for any other purpose, i.e., the Server Software version of MSDE may not be used for development purposes. In addition, any MSDE network library files that are disabled at the time you first install the Server Software may not be re-enabled.
- (c) **Automatic Internet-Based Services.** The Server Software features described below are enabled by default to connect via the Internet to Microsoft computer systems automatically, without separate notice to you. You consent to the operation of these features, unless you choose to switch them off or not use them. **Microsoft does not obtain personally identifiable information through any of these features.** For more information about these features, please see your Server Software documentation or the Microsoft online support site.
  - (i) **Windows Update Features.** Under the Server Software's default configuration, if you connect a Device to your Server and the correct device driver is not available on your Server, then Windows Update features on your Server (including Device Manager and the Plug & Play CDM Module) automatically attempt to check Microsoft computer systems via the Internet for the correct device driver. Having this happen automatically makes Plug-and-Play installation of new hardware a better experience for customers. You may switch off Windows Update's automatic driver checking feature.
  - (ii) **Web Content Features.** Under the Server Software's default configuration, if you are connected to the Internet, several features of the Server Software are enabled by default to retrieve content from Microsoft computer systems and display it to you. When you activate such a feature, it uses standard Internet protocols, which transmit the type of operating system, browser and language code of your Server to the Microsoft computer system so that

the content can be viewed properly from your Server. These features only operate when you activate them, and you may choose to switch them off or not use them. Examples of these features include Windows Catalog, Search Assistant, and the Headlines and Search features of Help and Support Center.

- (iii) **Digital Certificates.** Use of certificates based on the X.509 standard is an important security feature of the Server Software. Certain functions of the X.509 implementation (for example, certificate revocation checking and certificate path building) connect via the Internet to computer systems belonging to Microsoft and other digital certificate authorities to check the validity of digital certificates that you receive from third parties during certain Internet-based operations (for example, communications secured with SSL or IPsec, mail secured with S/MIME, and smartcard authentication). In accordance with the X.509 standard, the Server Software automatically retrieves user certificates and certificate revocation lists when you attempt to access certificate protected content. Additionally, the Server Software's Auto Root Update feature will occasionally update the list of trusted certificate authorities. Auto Root Update is an optional feature; you can uninstall it if you do not desire it to function. The other security operations based on the X.509 standard can be prevented from operating by blocking Server Internet access.
- (iv) **Windows Media Digital Rights Management.** Content providers are using the digital rights management technology for Windows Media contained in this Server Software ("WM-DRM") to protect the integrity of their content ("Secure Content") so that their intellectual property, including copyright, in such content is not misappropriated. Portions of this Server Software and third party applications such as media players use WM-DRM to play Secure Content ("WM-DRM Software"). If the WM-DRM Software's security has been compromised, owners of Secure Content ("Secure Content Owners") may request that Microsoft revoke the WM-DRM Software's right to copy, display and/or play Secure Content. Revocation does not alter the WM-DRM Software's ability to play unprotected content. A list of revoked WM-DRM Software is sent to your computer whenever you download a license for Secure Content from the Internet. Microsoft may, in conjunction with such license, also download revocation lists onto your computer on behalf of Secure Content Owners. Secure Content Owners may also require you to upgrade some of the WM-DRM components in this Server Software ("WM-DRM Upgrades") before accessing their content. When you attempt to play such content, WM-DRM Software built by Microsoft will notify you that a WM-DRM Upgrade is required and then ask for your consent before the WM-DRM Upgrade is downloaded. WM-DRM Software built by third parties may do the same. If you decline the upgrade, you will not be able to access content that requires the WM-DRM Upgrade; however, you will still be able to access unprotected content and Secure Content that does not require the upgrade. WM-DRM features that access the Internet, such as acquiring new licenses and/or performing a required WM-DRM Upgrade, can be switched off. When these features are switched off, you will still be able to play Secure Content if you have a valid license for such content already stored on your computer.
- (v) **Windows Media Player.** Some features of Windows Media Player automatically contact Microsoft computer systems if you use Windows Media Player or specific features of it: features that (A) check for new codecs if your Server does not have the correct ones for content you attempt to play (this feature may be switched off), and (B) check for new versions of Windows Media Player (this feature will operate only when you are using Windows Media Player).
- (d) **Notice Regarding MPEG-4 Visual Decoders for Windows Media Player.** USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C. MPEG LA, L.L.C., has contractually obligated Microsoft to provide this notice.

***Windows Server 2003 OEM (for Windows Server 2003, Enterprise Edition, Windows Server 2003, Standard Edition, Windows Server 2003, Datacenter Edition, Windows Server 2003 Standard Edition for Embedded Systems, Windows Server 2003 Enterprise Edition for Embedded Systems or Windows Server 2003 for Telecommunications Systems with Server Appliance Software 3.0) (SAL) (not applicable to prior versions)***

- » Notwithstanding anything to the contrary contained in the SPLA, if you have separately acquired the Feature Pack for Windows Server Operating System Software, Windows Server Update Services (“WSUS”) (including prior versions) for use with Windows Server 2003 OEM (for Windows Server 2003, Enterprise Edition, Windows Server 2003 Standard Edition, Windows Server 2003, Datacenter Edition, Windows Server 2003 Standard Edition for Embedded Systems, Windows Server 2003 Enterprise Edition for Embedded Systems or Windows Server 2003 for Telecommunications Systems with Server Appliance Software 3.0) as part of your Software Services, the General Terms section above (including SAL and/or PL rights and restrictions), the additional terms for WSUS as well as the following additional terms below apply to such use.

You must obtain one (1) SAL for each User who accesses or uses the Server Software, whether directly or through a Multiplexing Service (defined below). For example, a SAL must be obtained for each User who uses any of the following services of the Server Software:

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

However, the following Users may not use or access the Server Software when such Server Software is licensed pursuant to SAL(s): Users who would access the Server Software solely through the Internet and would not be authenticated or otherwise individually distinguished by the Server Software or a Multiplexing Service (for example, by browsing a public website anonymously). A “Multiplexing Service” is a software application or service accessing or using the Server Software at the request of or on behalf of a User. You may only use Server Software that is pre-installed on a Server that you purchased. The Server Software must be Windows Server 2003, Enterprise Edition, Windows Server 2003, Standard Edition, Windows Server 2003, Datacenter Edition, Windows Server 2003 Standard Edition for Embedded Systems, Windows Server 2003 Enterprise Edition for Embedded Systems or Windows Server 2003 for Telecommunications Systems with Server Appliance Software 3.0 and each SAL may only be used in connection with one of the three foregoing Server Software products. The installation and use rights for the Server Software are governed by the end user license agreement accompanying the Server on which the Server Software was pre-installed; provided however, that access rights to the Server Software and use of the Client Software (also known as Device Software) in connection with Software Services shall be governed by this SPUR.

**Terminal Server (TS).** In addition to a Windows Server 2003 OEM SAL, you must obtain one (1) Windows Server 2003, Terminal Server SAL (TS SAL) for each User who conducts a “Windows Session.” A “Windows Session” means a session during which Server Software hosts a graphical user interface on a Device (whether via the TS component of the Server Software or via other technology). TS SALs that you obtain may be used only in conjunction with the Windows Server 2003, Enterprise Edition, Windows Server 2003, Standard Edition, Windows Server 2003, Datacenter Edition, Windows Server 2003 Standard Edition for Embedded Systems or Windows Server 2003 Enterprise Edition for Embedded Systems Software Product that is pre-installed on a Server that you purchased. You do not need a TS SAL when attaching to or mirroring the single Console Session. The “Console Session” is the Windows Session that is conducted through the designated primary keyboard and display device (or similar peripherals). Other than for your internal administration and maintenance purposes, no User may

conduct a "Windows Session" using Windows Server 2003 for Telecommunications Systems with Server Appliance Software 3.0 and therefore no TS SALs need to be obtained.

***Windows Server 2003 External Connector for Non-Employees (for Windows Server 2003, Datacenter Edition) (PL) (not applicable to prior versions)***

» Notwithstanding anything to the contrary contained in the SPLA, if you have separately acquired the Feature Pack for Windows Server Operating System Software, Windows Server Update Services ("WSUS") (including prior versions) for use with Windows Server 2003, External Connector for Non-Employees as part of your Software Services, the General Terms section above (including SAL and/or PL rights and restrictions), the additional terms for WSUS as well as the following additional terms below apply to such use.

**Access to the Software Product.** Only Users who are "External Users" may access Windows Server 2003, Datacenter Edition (the "Software Product") pursuant to a PL. For each PL you obtain, you may permit an unlimited number of External Users to access or use a single copy of the Software Product. An "External User" is any User other than a person who is (1) a Customer (person) to whom you provide Software Services with the Server Software; (2) a full-time, part-time or temporary employee of a Customer (organization); or (3) an agency temporary personnel or independent contractor on assignment at the worksite of a Customer (organization). As used in this definition of "External User," the term "Customer (organization)" includes any entity which (a) the Customer owns and controls, directly or indirectly; (b) owns and controls the Customer, directly or indirectly; or (c) is directly or indirectly under common ownership and control with the Customer, unless the Customer is a governmental entity. If any User does not clearly qualify as an "External User" as defined above, that User will not be treated as an External User for purposes hereof and may only access the Software Product if a Windows OEM SAL is obtained for that User. You may only use Server Software that is pre-installed on a Server that you purchased. The Server Software must be Windows Server 2003, Datacenter Edition and the PL may only be used in connection with such Server Software. The installation and use rights for Windows Server 2003, Datacenter Edition, are governed by the end user license agreement accompanying the Server on which the Server Software for Windows Server 2003, Datacenter Edition was pre-installed. Access rights to the Server Software and any use of the Client Software (also known as Device Software) in connection with Software Services shall be governed by this SPUR.

***Windows Server 2003 Rights Management Server External Connector for Non-Employees (for Windows Server 2003, Enterprise Edition, Windows Server 2003, Standard Edition Windows Server 2003, Datacenter Edition, or Windows Server 2003 Web Edition) (PL) (not applicable to prior versions)***

**Installation – Server Software.** You may install and run any number of copies of the Server Software on your Server; however, you need to obtain one (1) PL for each of your Server's processors. . **Two PL Minimum.** You must obtain at least two (2) PLs to be authorized to use this Software Product. **Access to the Software Product.** Only Users who are "External Users" may access the Software Product pursuant to a PL. An "External User" is any User other than a person who is (1) a Customer (person) to whom you provide Software Services with the Server Software; (2) a full-time, part-time or temporary employee of a Customer (organization); or (3) an agency temporary personnel or independent contractor on assignment at the worksite of a Customer (organization). As used in this definition of "External User," the term "Customer (organization)" includes any entity which (a) the Customer owns and controls, directly or indirectly; (b) owns and controls the Customer, directly or indirectly; or (c) is directly or indirectly under common ownership and control with the Customer, unless the Customer is a governmental entity. If any User does not clearly qualify as an "External User" as defined above, that User will not be treated as an External User for purposes hereof and may only access the Software Product if a Windows Server Rights Management Services Components SAL is obtained for that User.

***Windows Server 2003 Rights Management Services Components (for Windows Server 2003, Enterprise Edition, Windows Server 2003, Standard Edition Windows Server 2003, Datacenter Edition, or Windows Server 2003 Web Edition) (SAL) (not applicable to prior versions)***

**Installation of RMS Components.** For every Server on which an edition of Windows Server 2003 has been installed (by either PL or SAL), you may reproduce, install and authorize the use of one (1) copy of the Microsoft Windows Server 2003 Rights Management Services Components (“RMS”) to update, supplement, or replace the existing functionality of Windows Server 2003 provided you obtain an RMS SAL for each User. **Note on RMS.** RMS is a service of Windows Server 2003 which works in conjunction with Rights Management (“RM”) enabled applications and Windows RM client components to let users specify permitted uses of their information such as Web content, e-mail messages and documents (“Information”). RMS creates or signs various certificates to facilitate the creation and consumption of RM-protected information among authorized entities. An internet connection is required to install and enroll an entity’s root RMS server. The server enrollment process establishes the certificates that enable the servers to issue licenses that are trusted by the RMS system. Microsoft will issue certificates and maintain a certificate revocation list as outlined in the certification practice statement (“CPS”). For more information on the CPS for RMS, please refer to <http://www.microsoft.com/pki/rms/cps>.

**RMS SAL Requirements.** You must obtain one (1) RMS SAL for each User.

***Windows 2000 Server OEM (for Windows 2000 Advanced Server, Windows 2000 Server or Windows 2000 Datacenter Server) (SAL) (also applicable to prior versions, if any)***

» Notwithstanding anything to the contrary contained in the SPLA, if you have separately acquired the Feature Pack for Windows Server Operating System Software, Windows Server Update Services (“WSUS”) (including prior versions) for use with Windows 2000 Server OEM (for Windows 2000 Advanced Server, Windows 2000 Server or Windows 2000 Datacenter Server) as part of your Software Services, the General Terms section above (including SAL and/or PL rights and restrictions), the additional terms for WSUS as well as the following additional terms below apply.

You must obtain one (1) SAL for each “Authenticated User” or a User who uses “Windows Server Services” regardless of what software you use. You may only use Server Software that is pre-installed on a Server that you purchased. The Server Software must be Windows Advanced Server, Windows Server or Windows 2000 Datacenter Server and each SAL may only be used in connection with one of the three foregoing Server Software products. The installation and use rights for the Server Software are governed by the end user license agreement accompanying the Server on which the Server Software was pre-installed; provided however, that access rights to the Server Software and use of the Client Software in connection with Software Services shall be governed by this SPUR.

**Terminal Services.** In addition to a Windows 2000 Server OEM SAL, you must obtain one (1) Windows 2000 Server, Terminal Services SAL for each User who uses “Terminal Services.” You do not need a Windows 2000 Server, Terminal Services SAL to use Terminal Services for Users using Devices running a licensed copy of Windows 2000 Professional, Windows XP Professional or Windows XP Home. Windows 2000 Server, Terminal Services SALs that you obtain may be used only in conjunction with the Windows Advanced Server, Windows Server or Windows 2000 Datacenter Server Software that is pre-installed on a Server that you purchased.

**Definitions.**

“Authenticated User” is a User who directly or indirectly uses the Windows Server Integrated Sign-On Service or receives credentials from the Windows Directory Services. Note in some instances credentials are acquired by the software being used by the User without the User’s request.

*“Windows Server Integrated Sign-On Service”* – when the software or service used by a User makes a call to a standard logon application programming interface (e.g. LogonUser) to receive credentials, the User becomes an “Authenticated User.”

*“Windows Server Services”* include File Services (accessing or managing files or disk storage), Printing Services (printing to a printer managed by the Software 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.

### **Windows Server 2003 for Small Business Server (SAL) (not applicable to prior versions, if any)**

- » The Software Product does not transmit any personally identifiable information from your Server to Microsoft computer systems without your consent.
- » Notwithstanding anything to the contrary contained in the SPLA, if you have separately acquired the Feature Pack for Windows Server Operating System Software, Windows Server Update Services (“WSUS”) (including prior versions) for use with Windows Server 2003 for Small Business Server as part of your Software Services, the General Terms section above (including SAL and/or PL rights and restrictions), the additional terms for WSUS as well as the following additional terms below apply.

**Five SAL Minimum.** You must obtain at least five (5) SALs to be authorized to use this Software Product.

**Installation—Server Software.** You may install one copy of the Server Software on a single Server. Such Server may not be accessed by more than fifteen (15) Authorized Users (inclusive of any indirect connections made through software or hardware that pools or aggregates connections). Separate component parts of the Server Software may not be used on more than one (1) Server. You may not install another copy of the Server Software on the same Server (whether in a separate partition, by using server emulation software, or otherwise). Regardless of the number of SALs you obtain for the Software Product, you may not install or run the Server Software on another Server within the same domain, except for the limited period of time necessary to migrate data from one Server to another. You may use the Server Software, with up to two (2) processors of the Server at any one time. **Client Software.** You may install and use, or authorize the installation and use of, the Client Software on up to fifteen (15) Devices solely to access or use the Server Software, provided that you have obtained a SAL for each User using such Devices.

**Restrictions on Access.** You must obtain one (1) SAL for each User who accesses or uses the Server Software, whether directly or through a Multiplexing Service (defined below). For example, a SAL must be obtained for each User who uses any of the following services of the Server Software:

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

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

**Premium Services.** Microsoft may subsequently create new software functionality (“Premium Services”) that you may wish to use with the Software Product. To make these Premium Services available to you for use with the Software Product, Microsoft may provide them under additional use terms and may require you to obtain additional SALs for you to install and use them, if you choose.

**Mandatory Activation.** To reduce software piracy, Microsoft requires the Server Software to be activated. Microsoft will not collect any personally identifiable information from your Server or any Device during the activation process without your consent. Activation of your copy of the Software Product in the manner described during its setup sequence is required; otherwise, the rights to use the Software Product pursuant to this SPUR and the SPLA are limited to the first thirty (30) days after you first install the Server Software. You may activate the Server Software through the use of the Internet or telephone; toll charges may apply. You may also need to reactivate the Server Software if you modify your computer hardware or alter the Server Software. If you choose Internet activation, the Server Software will contact Microsoft computer systems over the Internet to conduct an authentication process to confirm that you have a licensed copy of the Software Product. You agree to allow the Server Software to conduct this authentication process. If you have an unlicensed copy of the Software Product, you are not allowed to install the Software Product or future Software Product updates. Additional information about activation is available online at the Microsoft support site.

**Other Rights and Limitations Regarding Windows Server 2003 for Small Business Server.** The rights and limitations described in the “Other Rights and Limitations Regarding Windows Server 2003, all editions” section of the Additional Terms for Windows Server 2003, Enterprise Edition/Standard Edition above are also applicable to this Server Software (note that this Server Software is a 32-bit version).

### ***Windows Server 2003, Web Edition (PL) (not applicable to prior versions, if any)***

» Notwithstanding anything to the contrary contained in the SPLA, if you have separately acquired the Feature Pack for Windows Server Operating System Software, Windows Server Update Services (“WSUS”) (including prior versions) for use with Windows Server 2003 Web Edition as part of your Software Services, the General Terms section above (including SAL and/or PL rights and restrictions), the additional terms for WSUS as well as the following additional terms below apply.

**Installation—Server Software.** You may not separate component parts of the Server Software for use on more than one (1) Server. Assuming that you have obtained the appropriate number of PLs, you may use the Server Software with up to two (2) processors of a Server at any one time.

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

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

Any other usage of the Server Software is not permitted. The rights and limitations described in the “Other Rights and Limitations Regarding Windows Server 2003, all editions” section of the Additional Terms for Windows Server 2003, Enterprise Edition/Standard Edition above are also applicable to this Server Software (note that this Server Software is a 32-bit version), with the exception of sections (b) and (c)(iv).

**Windows Small Business Server 2003, Premium Edition/Standard Edition (SAL)  
(not applicable to prior versions)**

- » The Software Product does not transmit any personally identifiable information from your Server to Microsoft computer systems without your consent.
- » Notwithstanding anything to the contrary contained in the SPLA, if you have separately acquired the Feature Pack for Windows Server Operating System Software, Windows Server Update Services (“WSUS”) (including prior versions) for use with Windows Small Business Server 2003, Premium Edition or Standard Edition as part of your Software Services, the General Terms section above (including SAL and/or PL rights and restrictions), the additional terms for WSUS as well as the following additional terms below apply.

**Components of Software Product.** For purposes of clarification, the definition of Software Product for Microsoft Windows Small Business Server 2003, Standard Edition includes all the technologies included in Windows Small Business Server 2003, including Windows Server for Small Business Server and the following other technologies: Exchange Server, Outlook, Health Monitor, Shared Fax Service and ActiveSync. If the Software Product is Microsoft Windows Small Business Server 2003, Premium Edition, the definition of Software Product also includes the SQL Server and Internet Security and Acceleration Server technologies.

**Five SAL Minimum.** You must obtain at least five (5) SALs to be authorized to use this Software Product.

**Installation—Server Software.** You may install one (1) copy of Server Software on a single Server. Such Server may only be accessed by no more than seventy-five (75) Authorized Users (inclusive of any indirect connections made through software or hardware that pools or aggregates connections). Separate portions of the Server Software may not be used on more than one Server. You may not install another copy of the Server Software on the same Server (whether in a separate partition, by using server emulation software, or otherwise). Regardless of the number of SALs you obtain for the Software Product, you may not install or run the Server Software on another Server within the same domain, except for the limited period of time necessary to migrate data from one Server to another. You may use the Server Software with up to two (2) processors of the Server at any one time. **Client Software.** Provided that you have obtained a SAL for each User:

- You may install and use, or authorize the installation and use of, the Client Software (except for the ActiveSync and Outlook portions of the Client Software) on up to seventy-five (75) Devices solely for use by Authorized Users in conjunction with the Server Software;
- You may install and use, or authorize the installation and use of, up to seventy-five (75) copies of the ActiveSync portion of the Client Software on computers that exchange data and software with Devices (used by Authorized Users) running a validly licensed copy of Microsoft Windows CE (including without limitation Devices running Microsoft Pocket PC Software and Microsoft Smartphone Software); and
- You may install and use, or authorize the installation and use of, up to a total of seventy-five (75) copies of (i) the Outlook portion of the Client Software and/or (ii) Microsoft Outlook 2002 or predecessor versions thereto (“Predecessor Versions”) on Devices used by Authorized Users; provided that you or the relevant Authorized User have obtained a valid license to such Predecessor Versions.

**Restrictions on Access.** You must obtain one (1) SAL for each User who accesses or uses the Server Software, whether directly or through a Multiplexing Service (defined below). However, you do not need to obtain any SALs for Users that access the Server Software solely through the Internet and are not authenticated or otherwise individually distinguished by the Server Software or a Multiplexing Service (for example, by browsing a public website anonymously). A “Multiplexing Service” is a software application or service accessing or using the Server Software at the request of or on behalf of a User.

**Premium Services.** Microsoft may subsequently create new software functionality (“Premium Services”) that you may wish to use with the Software Product. To make these Premium Services available to you

for use with the Software Product, Microsoft may provide them under additional use terms and may require you to obtain additional SALs for you to install and use them, if you choose.

**Mandatory Activation.** To reduce software piracy, Microsoft requires portions of the Software Product to be activated. Microsoft will not collect any personally identifiable information from your Server or any Device during the activation process without your consent. Activation of your copy of the Software Product in the manner described during its setup sequence is required; otherwise, your rights to use the Software Product pursuant to this SPUR and the SPLA are limited to the first thirty (30) days after you first install the Software Product. You may activate the Software Product through the use of the Internet or telephone; toll charges may apply. You may also need to reactivate the Software Product if you modify your computer hardware or alter the Software Product. If you choose Internet activation, the Software Product will contact Microsoft computer systems over the Internet to conduct an authentication process to confirm that you have a licensed copy of the Software Product. You agree to allow the Software Product to conduct this authentication process. If you have an unlicensed copy of the Software Product, you are not allowed to install the Software Product or future Software Product updates. Additional information about activation is available online at the Microsoft support site.

**Other Rights and Limitations.**

- (a) **Redistributable Code.** In addition to the rights stated above, certain portions of the Software Product, as described in this Section (a), are provided with additional use rights. These additional use rights are conditioned upon your Authorized Users' compliance with the distribution requirements and restrictions described in Section (b).
- (i) Sample Code. An Authorized User may: (a) use and modify the source code version of those portions of the Software identified as "Samples" in the samples directory or elsewhere in the Software Product ("Sample Code") for the sole purposes of designing, developing, and testing such Authorized User's software product(s), and (b) reproduce and distribute the Sample Code, along with any modifications thereof, in object code form only.
  - (ii) Redistributable Code. An Authorized User may reproduce and distribute the object code form of any portion of the Software Product listed in the REDIST.TXT files ("Redistributable Code").
- (b) **Distribution Requirements.** If an Authorized User chooses to exercise the rights under Section (a) above, any redistribution by such Authorized User is subject to such Authorized User's compliance with this Section (b).
- (i) Redistribution Requirements. If an Authorized User chooses to redistribute Sample Code (including any modifications thereto), or Redistributable Code (collectively, the "Redistributables") as described in Section (a), you must require such Authorized User to agree: (a) to distribute the Redistributables only in object code form and in conjunction with and as a part of a software application product developed by the Authorized User that adds significant and primary functionality to the Redistributables ("Licensee Software"); (b) that the Redistributables only operate in conjunction with Microsoft Windows platforms; (c) that if the Licensee Software is distributed beyond the Authorized User's premises or externally from such Authorized User's organization, to distribute the Licensee Software containing the Redistributables pursuant to an end user license agreement (which may be "break-the-seal", "click-wrap" or signed), with terms no less protective than those contained in this SPUR and the SPLA; (d) not to use Microsoft's name, logo, or trademarks to market the Licensee Software; (e) to display the Authorized User's own valid copyright notice which shall be sufficient to protect Microsoft's copyright in the Software Product; (f) not to remove or obscure any copyright, trademark or patent notices that appear on the Software Product as delivered to you; (g) 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 Licensee Software; (h) to otherwise comply with the terms of this SPUR; and (i) that Microsoft reserves all rights not expressly granted.
  - (ii) No Further Redistribution. You must also require each Authorized User to agree not to permit further distribution of the Redistributables by end users of such Authorized User's Licensee Software except the Authorized User may permit further redistribution of the

Redistributables by the Authorized User's distributors to the Authorized User's end-user customers if such distributors only distribute the Redistributables in conjunction with, and as part of, the Licensee Software, the Authorized User complies with all other terms of this SPUR and the SPLA; and such distributors comply with all restrictions of this SPUR and the SPLA that are applicable to the Authorized User.

- (iii) Additional Redistribution Requirements. If an Authorized User uses the Redistributables, then in addition to the Authorized User's compliance with the applicable distribution requirements described for the Redistributables, the following also applies and you must require the Authorized Users to agree to the following. The rights to use the Redistributables are conditioned upon each Authorized User not (A) creating derivative works of the Redistributables in any manner that would cause the Redistributables in whole or in part to become subject to any of the terms of an Excluded License; or (B) distributing the Redistributables (or derivative works thereof) in any manner that would cause the Redistributables to become subject to any of the terms of an Excluded License. An "Excluded License" is any license that requires as a condition of use, modification and/or distribution of software subject to the Excluded License, that such software or other software combined and/or distributed with such software be (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge.
- (iv) SQL Server Redistributables. If the Software Product is Microsoft Windows Small Business Server 2003, Premium Edition and an Authorized User chooses to redistribute the Microsoft SQL Server Desktop Engine and/or the files listed in the REDIST.TXT file of SQL Server portion of the Software Product ("SQL Redistributables"), in addition to the restrictions in Sections (b)(i)-(iii), you must require the Authorized User to also agree: (i) that Licensee Software shall not substantially duplicate the capabilities of Microsoft Access or, in the reasonable opinion of Microsoft, compete with same; and (ii) that unless Licensee Software requires the Authorized User's customers to license Microsoft Access in order to operate, the Authorized User shall not reproduce or use the SQL Redistributables for commercial distribution in conjunction with a general purpose word processing, spreadsheet or database management software product, or an integrated work or product suite whose components include a general purpose word processing, spreadsheet, or database management software product except for the exclusive use of importing data to the various formats supported by Microsoft Access. Note: A product that includes limited word processing, spreadsheet or database components along with other components which provide significant and primary value, such as an accounting product with limited spreadsheet capability, is not considered to be a "general purpose" product.

**(c) Microsoft Windows Small Business Server 2003, Premium Edition.** If the Software Product is Microsoft Windows Small Business Server 2003, Premium Edition, the following additional provisions apply:

- (i) SQL Server. An Authorized User may only use the Management Tools, Books-Online, and Development Tools included in the SQL Server portion of the Server Software for internal use in conjunction with the Authorized User's use of the SQL Server portion of the Server Software.
- (ii) Microsoft Office FrontPage 2003. The installation and use of the Microsoft Office FrontPage 2003 software provided with the Software Product is also subject to the Additional Terms for Office 2003 Professional to the same extent as any of the "Office Products", and is further subject to the following:

Restrictions on use of Microsoft FrontPage Web Components. The Software Product may include Microsoft FrontPage web components, including but not limited to the MSNBC news headline component, the MSN MoneyCentral Stock Quote component, and the MSN Search component (the "Web Components"). If so, Authorized Users may not edit or modify the Web Components in any manner whatsoever. Authorized Users may not display any of the logos or trademarks that appear in the Web Components in any manner that implies sponsorship, endorsement, or license of your web site by the owners of such trademarks or logos. If the Web Components contain any active links to other

sites, you must require each Authorized User to agree to maintain such active links and not redirect or modify them. Authorized Users may not market, distribute, sublicense, lease or rent the Web Components on a stand-alone basis. Authorized Users may not use the Web Components in connection with any site that is likely to: (i) mislead viewers as to the relationship between the site, or the site's owner, and Microsoft, MSN, MSNBC, Expedia or their products or services, (ii) infringe any intellectual property or other rights of these parties, or (iii) violate any applicable law, or promotes racism, hatred, or pornography. Authorized Users shall not convert the news headlines in the MSNBC component into an audio format for redistribution to audio users. You must require each Authorized User to agree to immediately remove the Web Components from any web site of any such Authorized User if such Authorized User does not abide by any of these restrictions after notice. All rights not specifically granted herein are reserved. THE RESTRICTIONS CONTAINED IN THIS SECTION APPLY ONLY TO THE WEB COMPONENTS AND NOT TO THE SOFTWARE PRODUCT GENERALLY.

- (d) **Speech/Handwriting Recognition.** You must notify your Authorized Users of the following disclosure. If the Software Product includes speech and/or handwriting recognition technology(ies) Authorized Users should understand that speech and handwriting recognition are inherently statistical processes; that recognition errors are inherent in the processes; that it is the responsibility of Authorized Users to provide for the handling of such errors and to monitor the recognition processes and correct any errors. Neither Microsoft nor its suppliers shall be liable for any damages arising out of errors in the speech and handwriting recognition processes.
- (e) **Report-Writing Runtime Software Limitations.** The Software Product may contain report-writing runtime software ("Runtime Software"). Other than use with the Software Product, you may not use the Runtime Software with any other software application nor use the Runtime Software as part of any process or system that is used to automatically deliver, share or distribute documents or other work created using the Runtime Software.
- (f) **Data Storage.** The Server Software contains portions that use the data storage technology known as Microsoft SQL Server Desktop Engine ("MSDE"). All copies and instances of MSDE contained in or installed by those portions of the Server Software, excluding the SQL Redistributables, may be used only by those portions of the Server Software. Any such copy or instance of MSDE may not be accessed or used for any other purpose. For example, applications may not be created or run on the Server Software if they access or use the services or functionality of any copy or instance of MSDE contained in or installed by those portions of the Software. In addition, any MSDE network library files that are disabled at the time you first install the Server Software may not be re-enabled.
- (g) **Automatic Internet-Based Services.** The rights and limitations described in Section (c) of the "Other Rights and Limitations Regarding Windows Server 2003, all editions" section of the Additional Terms for Windows Server 2003, Enterprise Edition/Standard Edition above are also applicable to this Software Product.
- (h) **NOTICE REGARDING MPEG-4 VISUAL DECODERS FOR WINDOWS MEDIA PLAYER.** USE OF THIS SOFTWARE PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C. MPEG LA, L.L.C., has contractually obligated Microsoft to provide this notice.

**Visual Studio .NET Enterprise Developer Edition Version 2003 (SAL) (not applicable to prior versions)**

- » It is important to read the entire section to understand how developer tools are to be used. This section is very general in the beginning and becomes more specific towards the end. Except as otherwise noted, these rights and restrictions apply to the above Software Product and all component products in the Software Product.
- » This SPUR does not include any use rights with respect to Crystal Reports for Microsoft Visual Studio .NET. If you or an Authorized User chooses to use Crystal Reports for Microsoft Visual Studio .NET, you must accept, or require such Authorized User to accept, respectively, the terms and conditions of the end-user license agreement from Crystal Decisions for that product (a soft copy of the Crystal Decisions end-user license agreement can be found, if you choose the default installation location, in the following folder: \Program Files \Microsoft Visual Studio .NET \Crystal Reports \license.txt.).

**1. General Use Rights.** For each SAL obtained, an Authorized User may access and use the Software Product for the sole purposes of designing, developing, testing and demonstrating such Authorized User's software product(s).

**1.1 Documentation.** In addition, for each SAL obtained, an Authorized User may access, make copies of and use the documentation, provided that such copies shall be used only by such Authorized User for the specified purposes and are not to be republished or distributed (either in hard copy or electronic form) beyond such Authorized User's premises.

**1.2 Web Stress Functionality/ACT Tool.** As provided in the corresponding Software Product documentation, an Authorized User has the ability to use the component of the Software 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 an Authorized User in the non-default mode is entirely the responsibility, and at the sole risk, of the Authorized User. Before the ACT Tool is used with any third party property, the Authorized User should consult with such third party or the agreement governing the use of such property to determine whether or not such use is permitted.

**1.3 Effect of SPUR.** The Software Product is a suite of development tools and other Microsoft software programs (each such tool or software program, a "Component"). Components that you receive as part of the Software Product (including Microsoft Server Software or other development tools) may include a separate End-User License Agreement (each, a "Component EULA"). The terms of the SPLA and the SPUR supersede the terms of any such Component EULA. The Software Product may also contain third party software programs. Any such software is provided for your use as a convenience and your use is subject to the terms and conditions of any license agreement contained in that software.

**2. Additional Use Rights — Redistributable Code.** In addition to the rights set forth in Section 1, certain portions of the Software Product, as described in this Section 2, are provided with additional use rights. These additional use rights are conditioned upon compliance with the distribution requirements and use restrictions described in Section 3.

**2.1 Sample Code.** An Authorized User may (a) use and modify the source code version of those portions of the Software Product identified as "Samples" in REDIST.TXT or elsewhere in the Software Product ("Sample Code") for the sole purposes of designing, developing, and testing such Authorized User's software product(s), and (b) reproduce and distribute the Sample Code, along with any

modifications thereof, in object and/or source code form. For applicable redistribution requirements for Sample Code, see Section 3.1 below.

**2.2 Redistributable Code — General.** An Authorized User may reproduce and distribute the object code form of any portion of the Software Product listed in REDIST.TXT (“Redistributable Code”). For applicable redistribution requirements for Redistributable Code, see Section 3.1 below.

**2.3 Redistributable Code — Microsoft Merge Modules (“MSM”).** An Authorized User may reproduce and distribute the content of MSM file(s) listed in REDIST.TXT in the manner described in the Software Product documentation only so long as the Authorized User redistributes such content in its entirety and does not modify such content in any way. For all other applicable redistribution requirements for MSM files, see Section 3.1 below.

**2.4 Redistributable Code — Microsoft Foundation Classes (MFC), Active Template Libraries (ATL), and C runtimes (CRTs).** In addition to the use rights in Section 1, an Authorized User may use and modify the source code version of those portions of the Software Product that are identified as MFC, ATL, or CRTs (collectively, the “VC Redistributables”), for the sole purposes of designing, developing, and testing such Authorized User’s software product(s). Provided an Authorized User complies with Section 3.1 and renames any files created by such Authorized User that are included in the Licensee Software (defined in Section 3.1 below), such Authorized User may reproduce and distribute the object code version of the VC Redistributables, including any modifications made by such Authorized User. For purposes of this section, “modifications” shall mean enhancements to the functionality of the VC Redistributables. For all other applicable redistribution requirements for VC Redistributables, see Section 3.1 below.

**3. Distribution Requirements and Other Use Rights and Limitations.** If an Authorized User chooses to exercise the use rights under Section 2, any redistribution by the Authorized User is subject to the Authorized User’s compliance with Section 3.1; some of the Redistributable Code has additional limited use rights described in Section 3.2.

### **3.1 General Distribution Requirements.**

- (a) If an Authorized User chooses to redistribute Sample Code, Redistributable Code, or “Server Redistributable Code” portions of the SDK Software (as defined in Section 4.2(b) (collectively, the “Redistributables”) as described in Section 2, you must require such Authorized User to agree:
  - (i) except as otherwise noted in Section 2.1 (Sample Code), to distribute the Redistributables only in object code form and in conjunction with, and as a part of, a software application product developed by such Authorized User that adds significant and primary functionality to the Redistributables (“Licensee Software”);
  - (ii) that the Redistributables only operate in conjunction with Microsoft Windows platforms;
  - (iii) that if the Licensee Software is distributed beyond the Authorized User’s premises or externally from the Authorized User’s organization, to distribute the Licensee Software containing the Redistributables pursuant to an end-user license agreement (which may be “break-the-seal,” “click-wrap,” or signed), with terms no less protective than those contained in this SPUR;
  - (iv) to not use Microsoft’s name, logo, or trademarks to market the Licensee Software;
  - (v) to display a valid copyright notice in such Authorized User’s name on the Licensee Software which shall be sufficient to protect Microsoft’s copyright in the Software Product;
  - (vi) to not remove or obscure any copyright, trademark, or patent notices that appear on the Software Product as delivered to the Authorized User;
  - (vii) 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 Licensee Software;
  - (viii) to otherwise comply with the terms of this SPUR;
  - (ix) that Microsoft reserves all rights not expressly granted; and

- (x) to not permit further distribution of the Redistributables by end users of the Licensee Software except: such Authorized User may permit further redistribution of the Redistributables by distributors of the Licensee Software to end-user customers of such Authorized User if such distributors only distribute the Redistributables in conjunction with, and as part of, the Licensee Software and such distributors comply with all restrictions of this SPUR that are applicable to the Authorized User.
- (b) If an Authorized User uses the Redistributables, or any portion thereof (referred to in this paragraph as the “Licensed Software”), then in addition to such Authorized User’s compliance with the applicable distribution requirements described for the Licensed Software, the following also applies. The Authorized User’s rights to use the Redistributables are conditioned upon the Authorized User not (i) creating derivative works of the Redistributables in any manner that would cause the Redistributables in whole or in part to become subject to any of the terms of an Excluded License; or (ii) distributing the Redistributables (or derivative works thereof) in any manner that would cause the Redistributables to become subject to any of the terms of an Excluded License. An “Excluded License” is any license that requires as a condition of use, modification, and/or distribution of software subject to the Excluded License, that such software or other software combined and/or distributed with such software be (x) disclosed or distributed in source code form; (y) licensed for the purpose of making derivative works; or (z) redistributable at no charge.

**3.2 Additional Distribution Requirements for Certain Redistributable Code.** If an Authorized User chooses to redistribute the files discussed in this Section, then in addition to the terms of Section 3.1, you must also require such Authorized User to agree to **ALSO** comply with the following.

- (a) **Microsoft SQL Server Desktop Engine (“MSDE”).** If an Authorized User redistributes MSDE, you must require such Authorized User to agree to comply with the following additional requirements: (i) the Licensee Software of such Authorized User shall not substantially duplicate the capabilities of Microsoft Access or, in the reasonable opinion of Microsoft, compete with same; and (ii) unless the Licensee Software requires the customers of such Authorized User to license Microsoft Access in order to operate, such Authorized User shall 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. 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.
- (b) **Microsoft Data Access Components.** If an Authorized User redistributes the Microsoft Data Access Component file identified as MDAC\_TYP.EXE, you must require such Authorized User to also agree to redistribute such file in object code only in conjunction with and as a part of a Licensee Software developed by such Authorized User with a Microsoft development tool product that adds significant and primary functionality to MDAC\_TYP.EXE.

**4. Microsoft Server Components for Development Use.** The Software Product may include certain of Microsoft Server software (collectively, the “Server Components”), provided for use by an Authorized User solely in conjunction with the design, development, testing and demonstration of software products created by such Authorized User; ***the Server Components may not be used in a production environment.*** The use of the Server Components by an Authorized User is subject to the terms and conditions of this SPUR and the SPLA, the terms of which supersede those of any end user license agreements contained in the Server Components. Notwithstanding any other provision of this SPUR and the SPLA, this SPUR does not grant a license, under any Microsoft intellectual property, an Authorized User to implement any functionality contained in the Server Software (including without limitation communications protocols used by the Server Software) in any software installed on a Device accessing or utilizing the Server Software.

**4.1 Installation.** The Server Components consist of software programs that provide services or functionality on a Server (“Server Software”) and software programs that allow a Device to access or use the Server Software.

- (a) **Server Software.** Solely for the purposes of designing, developing, testing and demonstrating software products created by an Authorized User, you may install and use the Server Software for any individual Server Component on any number of Servers. All portions of any one Server Component may only be installed and used on one and the same Server.
- (b) **Client Software.** An Authorized User may make copies of, 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 such Authorized User that operate in conjunction with the Server Software.

**4.2 Other Rights and Restrictions Regarding Windows Server 2003.** The following provisions apply solely to your use of the Windows Server 2003 software provided with the Software Product.

- (a) **Mandatory Activation.** To reduce software piracy, Microsoft requires the Server Software to be activated. Microsoft will not collect any personally identifiable information from your Server during the activation process without your consent. Activation of your copy of the Server Software in the manner described during its setup sequence is required; otherwise, your rights to use the Server Software pursuant to this SPUR and the SPLA are limited to the first thirty (30) days after you first install the Server Software. You may activate the Server Software through the use of the Internet or telephone; toll charges may apply. You may also need to reactivate the Server Software if you modify your computer hardware or alter the Software. If you choose Internet activation, the Server Software will contact Microsoft computer systems over the Internet to conduct an authentication process to confirm that you have a licensed copy of the Software. You agree to allow the Server Software to conduct this authentication process. If you have an unlicensed copy of the Server Software, you are not allowed to install the Server Software or future Server Software updates. Additional information about activation is available online at the Microsoft support site.
- (b) **Component Data Storage.** The Server Software contains components that use the MSDE data storage technology. All copies and instances of MSDE contained in or installed by the Server Software components may be used only by those Server Software components. Any such copy or instance of MSDE contained in the Server Software may not be accessed or used for any other purpose, i.e., the Server Software version of MSDE may not be used for development purposes. In addition, any MSDE network library files that are disabled at the time you first install the Server Software may not be re-enabled.
- (c) **Automatic Internet-Based Services.** The Server Software features described below are enabled by default to connect via the Internet to Microsoft computer systems automatically, without separate notice to you. You consent to the operation of these features, unless you choose to switch them off or not use them. **Microsoft does not obtain personally identifiable information through any of these features.** For more information about these features, please see your Server Software documentation or the Microsoft online support site.
  - (i) **Windows Update Features.** Under the Server Software’s default configuration, if you connect a Device to your Server and the correct device driver is not available on your Server, then Windows Update features on your Server (including Device Manager and the Plug & Play CDM Module) automatically attempt to check Microsoft computer systems via the Internet for the correct device driver. Having this happen automatically makes Plug-and-Play installation of new hardware a better experience for customers. You may switch off Windows Update’s automatic driver checking feature.
  - (ii) **Web Content Features.** Under the Server Software’s default configuration, if you are connected to the Internet, several features of the Server Software are enabled by default to retrieve content from Microsoft computer systems and display it to you. When you activate such a feature, it uses standard Internet protocols, which transmit the type of operating system, browser and language code of your Server to the Microsoft computer system so that the content can be viewed properly from your Server. These features only operate when you activate them, and you may choose to switch them off or not use them. Examples of these

features include Windows Catalog, Search Assistant, and the Headlines and Search features of Help and Support Center.

- (iii) **Digital Certificates.** Use of certificates based on the X.509 standard is an important security feature of the Server Software. Certain functions of the X.509 implementation (for example, certificate revocation checking and certificate path building) connect via the Internet to computer systems belonging to Microsoft and other digital certificate authorities to check the validity of digital certificates that you receive from third parties during certain Internet-based operations (for example, communications secured with SSL or IPsec, mail secured with S/MIME, and smartcard authentication). In accordance with the X.509 standard, the Server Software automatically retrieves user certificates and certificate revocation lists when you attempt to access certificate protected content. Additionally, the Server Software's Auto Root Update feature will occasionally update the list of trusted certificate authorities. Auto Root Update is an optional feature; you can uninstall it if you do not desire it to function. The other security operations based on the X.509 standard can be prevented from operating by blocking Server Internet access.
- (iv) **Windows Media Digital Rights Management.** Content providers are using the digital rights management technology for Windows Media contained in this Server Software ("WM-DRM") to protect the integrity of their content ("Secure Content") so that their intellectual property, including copyright, in such content is not misappropriated. Portions of this Server Software and third party applications such as media players use WM-DRM to play Secure Content ("WM-DRM Software"). If the WM-DRM Software's security has been compromised, owners of Secure Content ("Secure Content Owners") may request that Microsoft revoke the WM-DRM Software's right to copy, display and/or play Secure Content. Revocation does not alter the WM-DRM Software's ability to play unprotected content. A list of revoked WM-DRM Software is sent to your computer whenever you download a license for Secure Content from the Internet. Microsoft may, in conjunction with such license, also download revocation lists onto your computer on behalf of Secure Content Owners. Secure Content Owners may also require you to upgrade some of the WM-DRM components in this Server Software ("WM-DRM Upgrades") before accessing their content. When you attempt to play such content, WM-DRM Software built by Microsoft will notify you that a WM-DRM Upgrade is required and then ask for your consent before the WM-DRM Upgrade is downloaded. WM-DRM Software built by third parties may do the same. If you decline the upgrade, you will not be able to access content that requires the WM-DRM Upgrade; however, you will still be able to access unprotected content and Secure Content that does not require the upgrade. WM-DRM features that access the Internet, such as acquiring new licenses and/or performing a required WM-DRM Upgrade, can be switched off. When these features are switched off, you will still be able to play Secure Content if you have a valid license for such content already stored on your computer.
- (v) **Windows Media Player.** Some features of Windows Media Player automatically contact Microsoft computer systems if you use Windows Media Player or specific features of it: features that (A) check for new codecs if your Server does not have the correct ones for content you attempt to play (this feature may be switched off), and (B) check for new versions of Windows Media Player (this feature will operate only when you are using Windows Media Player).
- (vi) **Notice Regarding MPEG-4 Visual Decoders for Windows Media Player.** USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C. MPEG LA, L.L.C., has contractually obligated Microsoft to provide this notice.

**4.3 Use of Redistributable Software ("SDK Software").** If included as part of a Server Component, an Authorized User may install and use copies of the SDK Software on one or more computers located at such Authorized User's premises solely for the purpose of building

applications that work in conjunction with the Server Software that accompanies the corresponding SDK Software (“Applications”). An Authorized User may modify the Sample Code (identified in the “samples” directories) to design, develop, and test such Authorized User’s Applications, and may reproduce and use the Sample Code, as modified, on one or more computers located at such Authorized User’s premises. Provided that an Authorized User complies with the terms of Section 3.1 above, such Authorized User may also reproduce and distribute the Sample Code, along with any modifications made thereto by such Authorized User (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 “Server Redistributable Code”).

### ***Visual Studio .NET Enterprise Developer Edition Version 2002 (SAL) (not applicable to prior versions)***

» It is important to read the entire section to understand how developer tools are to be used. This section is very general in the beginning and becomes more specific towards the end. Except as otherwise noted, these rights and restrictions apply to the above Software Product and all component products in the Software Product.

» This SPUR does not include any use rights with respect to Crystal Reports for Microsoft Visual Studio .NET. If you or an Authorized User chooses to use Crystal Reports for Microsoft Visual Studio .NET, you must accept, or require such Authorized User to accept, respectively, the terms and conditions of the end-user license agreement from Crystal Decisions for that product (a soft copy of the Crystal Decisions end-user license agreement can be found, if you choose the default installation location, in the following folder: \Program Files \Microsoft Visual Studio .NET \Crystal Reports \license.txt.).

**1. General Use Rights.** For each SAL obtained, an Authorized User may access and use the Software Product for the sole purposes of designing, developing, and testing such Authorized User’s software product(s).

**1.1 Documentation.** In addition, for each SAL obtained, an Authorized User may access, make copies of and use the documentation, provided that such copies shall be used only by such Authorized User for the specified purposes and are not to be republished or distributed (either in hard copy or electronic form) beyond such Authorized User’s premises.

**1.2 Web Stress Functionality/ACT Tool.** As provided in the corresponding Software Product documentation, an Authorized User has the ability to use the component of the Software Product identified as the Applications Center Test (“ACT Tool”) to perform stress tests against Web sites 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 an Authorized User in the non-default mode is entirely the responsibility, and at the sole risk, of the Authorized User. Before the ACT Tool is used with any third-party property, the Authorized User should consult with such third party or the agreement governing the use of such property to determine whether or not such use is permitted.

**1.3 Effect of SPUR.** The Software Product is a suite of development tools and other software programs (each such tool or software program, a “Component”). Components that you receive as part of the Software Product may include a separate End-User License Agreement (each, a “Component EULA”). The terms of the SPLA and the SPUR supersede the terms of any such Component EULA.

**2. Additional Use Rights — Redistributable Code.** In addition to the rights set forth in Section 1, certain portions of the Software Product, as described in this Section 2, are provided with additional use rights. These additional use rights are conditioned upon compliance with the distribution requirements and use restrictions described in Section 3 that correspond to the type of redistributable files an Authorized User chooses to use and redistribute.

- 2.1 Sample Code.** An Authorized User may use and modify the source code version of those portions of the Software Product identified as “Samples” in REDIST.TXT or elsewhere in the Software Product (“Sample Code”) for the sole purposes of designing, developing, and testing such Authorized User’s software product(s), and to reproduce and distribute the Sample Code, along with any modifications thereof, in object and/or source code form. For applicable redistribution requirements for Sample Code, see Section 3.1 below.
- 2.2 Redistributable Code — Standard.** An Authorized User may reproduce and distribute the object code form of any portion of the Software Product listed in REDIST.TXT (“Redistributable Code”). For applicable redistribution requirements for Redistributable Code, see Section 3.1 below. NOTE: Redistributable Code includes certain files that are identified as “Limited Use Redistributable Code” or “Extended Use Redistributable Code.” These files are also subject to: (a) for Limited Use Redistributable Code, the use rights in Section 2.3, and redistribution requirements described in Section 3.3 below; or (b) the additional use rights described in Section 3.2 for Extended Use Redistributable Code.
- 2.3 Redistributable Code — Limited Use.** An Authorized User may reproduce and distribute the object code form of those portions of the Software Product listed in REDIST.TXT as Limited Use Redistributable Code, and/or the Microsoft Data Engine technology (“MSDE”) (collectively, the “Limited Use Redistributable Code”). For applicable redistribution requirements for Limited Use Redistributable Code, see Sections 3.1 and 3.3 below.
- 2.4 Redistributable Code — Visual C++ and Visual Studio: Microsoft Foundation Classes (MFC), Template Libraries (ATL), and C runtimes (CRTs).** In addition to the use rights in Section 1, an Authorized User may use and modify the source code version of those portions of the Software Product that are identified as MFC, ATL, or CRTs (collectively, the “VC Redistributables”), for the sole purposes of designing, developing, and testing such Authorized User’s software product(s). Provided an Authorized User complies with Section 3.1 and renames any files created by such Authorized User that are included in the Licensed Product (defined in Section 3.1 below), such Authorized User may reproduce and distribute the object code version of the VC Redistributables, including any modifications made by such Authorized User. For purposes of this section, “modifications” shall mean enhancements to the functionality of the VC Redistributables. For applicable redistribution requirements for VC Redistributables, see Section 3.1 below.

### **3. Use Restrictions — Distribution Requirements.**

#### **3.1 Redistributable Code — Standard.**

- (a) If an Authorized User chooses to redistribute Sample Code, Redistributable Code, VC Redistributables, or Limited Use Redistributable Code (collectively, the “Redistributables”) as described in Section 2, you must require such Authorized User to agree:
- (i) except as otherwise noted in Section 2.1 (Sample Code), to distribute the Redistributables only in object code form and in conjunction with, and as a part of, a software application product developed by such Authorized User that adds significant and primary functionality to the Redistributables (“Licensed Product”);
  - (ii) that the Redistributables only operate in conjunction with Microsoft Windows platforms;
  - (iii) to distribute the Licensed Product containing the Redistributables pursuant to an End-User License Agreement (which may be “break-the-seal,” “click-wrap,” or signed), with terms no less protective than those contained herein;
  - (iv) to not use Microsoft’s name, logo, or trademarks to market the Licensed Product;
  - (v) to display a valid copyright notice in such Authorized User’s name on the Licensed Product which shall be sufficient to protect Microsoft’s copyright in the Software Product;
  - (vi) to not remove or obscure any copyright, trademark, or patent notices that appear on the Software Product as delivered to the Authorized User;
  - (vii) 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 Licensed Product;

- (viii) to otherwise comply with the terms of this SPUR;
  - (ix) that Microsoft reserves all rights not expressly granted; and
  - (x) to not permit further distribution of the Redistributables by end users of the Licensed Product except: (1) such Authorized User may permit further redistribution of the Redistributables by distributors of the Licensed Product to end-user customers of such Authorized User if such distributors only distribute the Redistributables in conjunction with, and as part of, the Licensed Product and such Authorized User and such distributors comply with all other terms of this SPUR; and (2) in the manner described in Section 3.2.
- (b) If an Authorized User uses the Redistributables, or the “Sample Code” or “Redistributable Code” portions of the SDK Software (as described in Section 4.2(b)) (all of the foregoing referred to in this paragraph as the “Licensed Software”), then in addition to such Authorized User’s compliance with the applicable distribution requirements described for the Licensed Software, the following also applies. The Authorized User’s rights to use the Licensed Software are conditioned upon the Authorized User (i) not incorporating Identified Software into or combining Identified Software with the Licensed Software or a derivative work thereof; (ii) not distributing Identified Software in conjunction with the Licensed Software or a derivative work thereof; and (iii) not using Identified Software in the development of a derivative work of the Licensed Software. “Identified Software” means software which is licensed pursuant to terms that directly or indirectly (1) create, or purport to create, obligations for Microsoft with respect to the Licensed Software or derivative work thereof or (2) grant, or purport to grant, to any third party any rights or immunities under Microsoft’s intellectual property or proprietary rights in the Licensed 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.

**3.2 Redistributable Code —Extended Use.** An Authorized User may permit end users of such Authorized User’s Licensed Product to reproduce and distribute the object code form of certain portions of the Software Product (as listed in REDIST.TXT as “Extended Use Redistributable Code”) only in conjunction with and part of a Licensed Product and/or Web page that adds significant and primary functionality to the Extended Use Redistributable Code. An Authorized User is authorized to exercise the foregoing rights provided that:

- (a) such Authorized User complies with Section 3.1, and
- (b) such Authorized User must require the end user of the Authorized User’s Licensed Product to agree to:
  - (i) distribute the Extended Use Redistributable Code in object code only in conjunction with and as a part of a software application product developed by such end user that adds significant and primary functionality to the Extended Use Redistributable Code (“End-User Application”);
  - (ii) not use Microsoft’s name, logo, or trademarks to market the End-User Application;
  - (iii) display a valid copyright notice in the name of such end user on the End-User Application which shall be sufficient to protect Microsoft’s copyright in the Extended Use Redistributable Code;
  - (iv) 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 End-User Application;
  - (v) comply with the terms of Section 3.1(b) (as though the end user is an “Authorized User”); and
  - (vi) not permit further distribution of the Extended Use Redistributable Code by any user of the End-User Application.

**3.3 Redistributable Code — Limited Use.** If an Authorized User chooses to redistribute Limited Use Redistributable Code, in addition to the terms of Section 3.1, you must also require such Authorized User to agree to comply with the following.

- (a) **“Jet” Files or MSDE.** If an Authorized User redistributes the “Jet Files” ((as identified in the Software Product) or MSDE (individually or collectively, the “MS DB Files”), you must require

such Authorized User to agree to comply with the following additional requirements: (i) the Licensed Product of such Authorized User shall not substantially duplicate the capabilities of Microsoft Access or, in the reasonable opinion of Microsoft, compete with same; and (ii) unless the Licensed Product requires the customers of such Authorized User to license Microsoft Access in order to operate, such Authorized User shall not reproduce or use any of the MS DB Files 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.

- (b) **Microsoft Data Access Components.** If an Authorized User redistributes the Microsoft Data Access Component file identified as MDAC\_TYP.EXE, you must require such Authorized User to also agree to redistribute such file in object code only in conjunction with and as a part of a Licensed Product developed by such Authorized User with a Microsoft development tool product that adds significant and primary functionality to MDAC\_TYP.EXE.

**4. Microsoft Server Components for Development Use.** The Software Product may include certain of Microsoft Server products (collectively, the "Server Components"), provided for use by an Authorized User solely in conjunction with the design, development, and testing of software products created by such Authorized User; the Server Components may not be used in a production environment. The use of the Server Components by an Authorized User is subject to the terms and conditions of this SPUR and the SPLA, the terms of which supersede those of any End-User License Agreements contained in the Server Components.

For all Server Components, the following rights and restrictions apply.

**4.1 Installation.** The Server Components consist of software programs that provide services or functionality on a Server ("Server Software") and software programs that allow a Device to access or utilize the services or functionality provided by the Server Software ("Client Software").

- (a) **Server Software.** All components of the Server Software for any one Server Component 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 the development of an Authorized User's software product(s) (e.g., as a repository for source code).
- (b) **Client Software.** An Authorized User may make copies of, 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 such Authorized User that operate in conjunction with the Server Software.

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

- (a) **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.
- (b) **Use of Redistributable Software ("SDK Software").** If included as part of a Server Component, an Authorized User may install and use copies of the SDK Software on one or more computers located at such Authorized User's premises solely for the purpose of building applications that work in conjunction with the Server Software that accompanies the corresponding SDK Software ("Applications"). An Authorized User may modify the Sample Code (identified in the "samples" directories) to design, develop, and test such Authorized User's Applications, and may reproduce and use the Sample Code, as modified, on one or more computers located at such Authorized User's premises. An Authorized User may also reproduce and distribute the Sample Code, along with any modifications made thereto by such Authorized User (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 such Authorized User complies with the terms of Section 3.1 above.