

Microsoft Licensing Product Use Rights

Worldwide English

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Introduction

These product use rights:

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

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

Licensing Models. These product use rights include nine sections; one for each licensing model. They are:

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

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

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

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

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

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

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

Product Use Rights Clarifications and Summary of Changes

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

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

Desktop Applications

- Flight Simulator X Deluxe Edition
- Microsoft Math 3.0

Servers – Server/CAL

- Identity Lifecycle Manager 2007

Developer Tools

- Expression Blend 1.0
- Expression Media 1.0
- Expression Studio 1.0

Server – Management Servers

- System Center Operations Manager 2007
- System Center Operations Manager 2007 with SQL Server 2005 Technology
- System Center Operations Manager 2007 Client Operations Management License

Online Services

- Forefront Security for Exchange Server External Connector

Appendix 1 - Software Assurance Benefits

- Windows Vista Network Use (Remote Boot) Right

This update includes the following deletions:

- Microsoft Operations Manager 2005
- Microsoft Operations Manager 2005 with SQL Server 2005 Technology
- Forefront Server Security Management Console

Clarifications and other changes:

- We expanded the use rights under the Desktop Applications licensing model to permit use of any number of copies of the software (licensed or prior versions) on the licensed device. This change applies to all products currently licensed under that model regardless of license purchase date. Rights related to use of components remain the same.
- License reassignment rights and restrictions for the Desktop Applications and Desktop Operating Systems licensing models are described in your license agreement. We now simply restate those same rights and restrictions here.
- We updated the Mandatory Activation section in the Desktop Operating Systems section to clarify differences between Multiple Activation Key and Key Management Service product activation.
- We extended license terms for MOM Management Packs to cover other System Center Management Packs.
- We updated the Servers – Management Servers licensing model to reflect the availability of two types of management licenses.

Using Microsoft Licensing Product Use Rights

The product use rights include a section for each of 9 licensing models.

- Desktop Applications – per copy per device license
- Desktop Operating Systems – per copy per device license
- Developer Tools – per user license
- Online Services – services subscription license + user subscription license + optional add-on subscription licenses
- Servers – Operating Systems – server license + CAL + optional external connector
- Servers – Management Servers – server license + device management license
- Servers – Server/CAL – server license + CAL + optional external connector
- Servers – Per Processor – per processor license
- Servers – Specialty Servers – server license

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

Microsoft Desktop Operating Systems		16
1. Windows XP Professional		
Microsoft Servers – Operating Systems		19
1. Windows Server 2003 Enterprise and Standard Editions	3. Windows Small Business Server 2003 Premium and Standard Editions	
2. Windows Server 2003 R2 Enterprise and Standard Editions	4. Windows Server 2003 for Small Business Server	

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

Microsoft Servers – Server/CAL

Licensing model: Server license + CAL + optional external connector

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

1. Class Server 4.0*	6. Office Business
2. CRM 3.0 Professional and Small Business Editions*	7. Office Project Server 2003
3. Customer Care Framework 2005	8. Office SharePoint Portal Server 2003
4. Exchange Server 2003 Standard and Enterprise Editions*	9. SQL Server 2005 (licensed in Server-per CAL mode) Workgroup, Standard and Enterprise Editions*
5. Office Live Communications Server 2005 Standard and Enterprise Editions*	10. Visual Studio 2005 Team Foundation Server with SQL Server 2005 Technology*

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

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

B. Exceptions and Additional Terms for Specific Products.

For Microsoft Exchange Server 2003:

Entourage and Outlook 2003. You may create and run one instance of the Entourage or Outlook 2003 client software in one physical or virtual operating system environment on (a) any device for which you acquire a device CAL, and (b) a single device used by any user for whom you acquire a user CAL.

Table of Contents

Microsoft Desktop Applications			12
1. AutoRoute 2007	11. Office Access 2007	24. Office Project 2007 Professional and Standard Editions	
2. Digital Image Suite 2006	12. Office Accounting 2007	25. Office Publisher 2007	
3. Encarta Premium 2007	13. Office Communicator 2005	26. Office SharePoint Designer 2007	
4. Flight Simulator X Deluxe Edition	14. Office Enterprise Edition 2007	27. Office Small Business Edition 2007	
5. MapPoint 2006 Fleet Edition	15. Office Excel 2007	28. Office Standard Edition 2007	
6. MapPoint 2006 Standard Edition	16. Office Groove 2007	29. Office Visio 2007 Professional and Standard Editions	
7. Microsoft Math 3.0	17. Office InfoPath 2007	30. Office Word 2007	
8. Microsoft Student with Encarta Premium 2007	18. Office InterConnect 2007	31. ProClarity Desktop Professional 6.3	
9. Money 2007 Deluxe Edition	19. Office Multi Language Pack 2007	32. Streets and Trips 2007	
10. Office 2004 for Mac Professional Edition	20. Office OneNote 2007	33. Virtual PC for Mac 7.0	
	21. Office Outlook 2007	34. Works Standard 8	
	22. Office PowerPoint 2007		
	23. Office Professional Plus Edition 2007		

Microsoft Desktop Operating Systems			15
1. Windows Vista Business	3. Windows Vista Ultimate		
2. Windows Vista Enterprise			

Microsoft Servers – Operating Systems			21
1. Windows Server 2003 R2 Datacenter, Enterprise and Standard Editions	2. Windows Small Business Server 2003 R2 Premium and Standard Editions		
	3. Windows Server 2003 for Small Business Server		

Microsoft Servers – Server/CAL			28
1. Connected Services Framework 3.0 Standard Edition	11. Office Project Portfolio Server		
2. Connected Services Framework 3.0	12. Office Project Server 2007		
3. CRM 3.0 Professional and Small Business Editions	13. Office SharePoint Server 2007		
4. Customer Care Framework 2005	14. ProClarity Analytics Server 6.3		
5. Duet for Microsoft Office and SAP	15. SQL Server 2005 (licensed in Server-per CAL mode) Enterprise, Standard, Workgroup Editions		
6. Exchange Server 2007 Standard and Enterprise Editions	16. Visual Studio Team Foundation Server with SQL Server 2005 Technology		
7. Identity Lifecycle Manager 2007			
8. Office Forms Server 2007			
9. Office Live Communications Server 2005 Standard and Enterprise Editions			
10. Office Business Scorecard Manager 2005			

Microsoft Servers – Per Processor**35**

1. BizTalk Accelerator for HIPAA 3.3 Standard and Enterprise Editions
2. BizTalk Accelerator for HL7 1.3 Standard and Enterprise Editions
3. BizTalk Accelerator for RosettaNet 3.3 Standard and Enterprise Editions
4. BizTalk Accelerator for SWIFT 2.3 Standard and Enterprise Editions
5. BizTalk Server 2006 Standard and Enterprise Editions
6. Commerce Server 2007 Standard and Enterprise Editions
7. Host Integration Server 2006
8. Identity Integration Server 2003 Enterprise Edition
9. Internet Security and Acceleration Server 2006 Standard and Enterprise Editions
10. Speech Server 2004 R2 Standard and Enterprise Editions
11. SQL Server 2005 (licensed in Per Processor mode) Enterprise, Standard, Workgroup Editions
12. Visual Studio 2005 Team Test Load Agent

Microsoft Developer Tools**39**

1. BizTalk Server 2006 Developer Edition
2. Expression Blend 1.0
3. Expression Media 1.0
4. Expression Studio 1.0
5. Expression Web
6. MSDN Operating Systems, Professional, Enterprise, Universal, and Premium
7. SQL Server 2005 Developer Edition
8. TechNet Direct
9. TechNet Plus
10. Visual FoxPro 9.0
11. Visual SourceSafe 2005
12. Visual Studio 2005 Professional Edition*
13. Visual Studio 2005 Team Edition for Software Architects, Software Developers, Testers and Database Professionals*
14. Visual Studio 2005 Team Suite*
15. Visual Studio 2005 Tools for the Microsoft Office System

Microsoft Servers – Management Servers**44**

1. Data Protection Manager 2006
2. System Center Operations Manager 2007
3. System Center Operations Manager 2007 with SQL Server 2005 Technology
4. Systems Management Server 2003 R2
5. Systems Management Server 2003 R2 with SQL Server 2005 Technology

Microsoft Servers – Specialty Servers**50**

1. Compute Cluster Pack
2. Connected Services Framework SBE Server Billing 3.0
3. Connected Services Framework SBE Server Order Handling 3.0
4. GroupBoard Workspace
5. Identity Integration Server 2003 -- Windows Live Edition
6. Microsoft Operations Manager 2005 Workgroup Edition
7. Microsoft Services for Netware 5.03
8. Office Forms Server 2007 for Internet sites
9. Office Groove Server 2007
10. Office SharePoint Server 2007 for Internet sites
11. Office SharePoint Server 2007 for Search Standard and Enterprise Editions
12. Office SharePoint Server 2007 for Search (Standard Edition) with SQL Server 2005 Technology
13. System Center Reporting Manager 2006
14. Windows Server 2003 Compute Cluster Edition
15. Virtual Server 2005 R2 Standard and Enterprise Editions
16. Windows Server 2003 Web Edition

1. Antigen Enterprise Manager
2. Antigen for Instant Messaging
3. Forefront Security for Exchange Server
4. Forefront Security for Exchange Server External Connector
5. Forefront Security for SharePoint
6. Forefront Security for SharePoint for Internet sites
- 7.
8. MapPoint Web Services Standard and Professional
9. Microsoft Exchange Hosted Archive
10. Microsoft Exchange Hosted Continuity
11. Microsoft Exchange Hosted Encryption
12. Microsoft Exchange Hosted Filtering
13. Microsoft Learning Solutions eLearning Library
14. Microsoft Learning Solutions eReference Library
15. Microsoft Learning Solutions Technical eLearning Course Collection
16. Microsoft Learning Solutions MCP Services
17. MSN Encarta Premium and Academic
18. Office Groove Enterprise Services
19. Office Live Communications Server Public Instant Messaging Connectivity
20. Office Live Meeting

Universal License Terms

These license terms apply to your use of all Microsoft software and online services licensed under your volume license agreement.

- A. **Your Use Rights.** If you comply with your volume license agreement, including these product use rights and the Product List, you may use the software and online services only as expressly permitted in these product use rights.
- B. **Single Use.** The software may include more than one version, such as 32-bit and 64-bit. You may use only one version for each license you acquire unless the software's license terms permit more.
- C. **Third Party Programs.** If other terms come with a program licensed by a third party, those terms apply to your use of it.
- D. **Pre-release Code.** If other terms come with pre-release code, those terms apply to your use of it.
- E. **Updates and Supplements.** We may update or supplement the software you license. If so, you may use that update or supplement with the software. If other terms come with an update or supplement, those terms apply to your use of it.
- F. **No Commercial Hosting.** You may not host the products for commercial hosting services.
- G. **Technical Limitations.** You must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not work around them. For more information, see <http://www.microsoftvolumelicensing.com/userights/TechLimit.aspx>.
- H. **Other Rights.** Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.
- I. **Documentation.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal reference purposes. Documentation does not include electronic books.
- J. **Product Activation.** Some products and online services require activation or a Volume License key to install or access them. For information about when activation or a key is required, see the "Activate" link on <http://www.microsoft.com/licensing>. You are responsible for both the use of keys assigned to you and activation of products using your Key Management Service (KMS) machines.
 - You should not disclose keys to third parties.
 - You may not provide unsecured access to your KMS machines over an uncontrolled network such as the Internet.
- K. **Internet-based Services.** Microsoft may provide Internet-based services with the products. It may change or cancel the services at any time. You may not use these Internet-based services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.
- L. **Additional Functionality.** We may provide additional functionality for the software or online services. Other license terms and fees may apply.
- M. **Using More than One Product or Functionality Together.** You need a license for each product and separately licensed functionality used on a device or by a user. For example, if you use Office on Windows, you need licenses for both Office and Windows. Likewise, to access Terminal Services in Windows Server you need both a Windows Server CAL and a Terminal Services CAL.
- N. **Font Components.** While the software is running, you may use its fonts to display and print content. You may only
 - embed fonts in content as permitted by the embedding restrictions in the fonts; and
 - temporarily download them to a printer or other output device to print content.
- O. **.NET Framework.** The software for the products listed below contains Microsoft .NET Framework software. This software is part of Microsoft Windows. The license terms for Microsoft Windows in the Microsoft Servers – Operating Systems section of these product use rights apply to your use of the Microsoft .NET Framework software.
 - SQL Server 2005
 - Visual Studio 2005 Team Foundation Server with SQL Server 2005 Technology

- BizTalk Server 2005

P. Benchmark Testing.

- i. **Software.** You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the server software or additional software that comes with it. This applies to products in the Microsoft Servers or Microsoft Developer Tools licensing models (see Table of Contents). This does not apply to the .NET Framework (see below) or to the following products: Class Server, Live Communications Server, Microsoft Operations Manager, SharePoint Portal Server, System Center Data Protection Manager, Systems Management Server, Virtual Server, Windows Server, Microsoft Services for Netware, Windows Services for UNIX, Windows Small Business Server.
- ii. **Microsoft .NET Framework.** The software may include one or more components of the .NET Framework 3.0 (".NET Components"). If so, you may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>.

Q. Multiplexing. Hardware or software you use to:

- pool connections,
- reroute information,
- reduce the number of devices or users that directly access or use the product, or
- reduce the number of devices or users the product directly manages,

(sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses of any type that you need.

R. Distributable Code. The software or online service may include code that you are permitted to distribute in programs you develop if you comply with the terms below.

- i. **Right to Use and Distribute.** The code and text files listed below are "Distributable Code."
 - REDIST.TXT Files. You may copy and distribute the object code form of code listed in REDIST.TXT files.
 - Sample Code. You may modify, copy, and distribute the source and object code form of code marked as "sample."
 - OTHER-DIST.TXT Files. You may copy and distribute the object code form of code listed in OTHER-DIST.TXT files.
 - Third Party Distribution. You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.
 - Additional license terms for MSDN Universal, MSDN Premium, and Visual FoxPro 9.0.
 - MSDE 2000. Distributable Code includes Microsoft SQL Server 2000 Desktop Engine (MSDE 2000). You may copy and distribute the object code form of MSDE 2000.
 - Additional license terms for Windows Services for UNIX.
 - Client Component of Password Synchronization. Distributable Code includes the source code in the UNIX directory. You may copy, modify and distribute that source code for use with a UNIX operating system.
 - Additional license terms for Products in the Developer Tools Section of these Product Use Rights. The software may also contain the following Distributable Code. You may
 - Microsoft Merge Modules. Copy and distribute the unmodified output of Microsoft Merge Modules;
 - MFCs, ATls and CRTs. Modify the source code form of Microsoft Foundation Classes (MFCs), Active Template Libraries (ATLs), and C runtimes (CRTs) to design, develop and test your

programs, and copy and distribute the object code form of your modified files under a new name;

- MDAC. Copy and distribute the object code form of the MDAC_TYP.EXE file; and
- Image Library. Copy and distribute images and animations in the Image Library as described in the software documentation. You may also modify that content. If you modify the content, it must be for use that is consistent with the permitted use of the unmodified content.

ii. Distribution Requirements. For any Distributable Code you distribute, you must

- add significant primary functionality to it in your programs;
- require distributors and external end users to agree to terms that protect it at least as much as your volume license agreement, including these product use rights and the Product List;
- display your valid copyright notice on your programs; and
- 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

- alter any copyright, trademark or patent notice in the Distributable Code;
- use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;
- distribute Distributable Code, other than code listed in OTHER-DIST.TXT files, to run on a platform other than the Windows platform;
- include Distributable Code in malicious, deceptive or unlawful programs; or
- modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that:
 - the code be disclosed or distributed in source code form, or
 - others have the right to modify it.

The following license terms apply to your use of products in the Microsoft Servers licensing models. They also apply to your use of products in the Desktop Applications licensing model when used with Microsoft Virtual PC or similar technologies.

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

There are two types of operating system environments, physical and virtual. A physical operating system environment is configured to run directly on a physical hardware system. A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system. A physical hardware system can have either or both of the following:

- i. one physical operating system environment
- ii. one or more virtual operating system environments

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

Microsoft Desktop Applications

Licensing model: Per copy per device

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

- | | | |
|---|--|--|
| 1. AutoRoute 2007* | 14. Office Enterprise Edition 2007* | 28. Office Standard Edition 2007* |
| 2. Digital Image Suite 2006 | 15. Office Excel 2007* | 29. Office Visio 2007 Professional and Standard Editions |
| 3. Encarta Premium 2007* | 16. Office Groove 2007* | 30. Office Word 2007* |
| 4. Flight Simulator X Deluxe Edition* | 17. Office InfoPath 2007* | 31. ProClarity Desktop Professional 6.3 |
| 5. MapPoint 2006 Fleet Edition* | 18. Office InterConnect 2007 | 32. Streets and Trips 2007* |
| 6. MapPoint 2006 Standard Edition* | 19. Office Multi Language Pack 2007 | 33. Virtual PC for Mac 7.0 |
| 7. Microsoft Math 3.0 | 20. Office OneNote 2007* | 34. Works Standard 8* |
| 8. Microsoft Student with Encarta Premium 2007* | 21. Office Outlook 2007* | |
| 9. Money 2007 Deluxe Edition* | 22. Office PowerPoint 2007* | |
| 10. Office 2004 for Mac Professional Edition | 23. Office Professional Plus Edition 2007* | |
| 11. Office Access 2007* | 24. Office Project 2007 Professional and Standard Editions | |
| 12. Office Accounting 2007 | 25. Office Publisher | |
| 13. Office Communicator 2005 | 26. Office SharePoint Designer 2007* | |
| | 27. Office Small Business Edition 2007* | |

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

I) Installation and Use Rights.

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

II) Additional Licensing Requirements and/or Use Rights.

- a) **Remote Access.** You may access and use the software remotely from another device as described below.

- **Primary user.** The single primary user of the device hosting the remote desktop session may access and use the software remotely from any other device. No other person may use the software under the same license at the same time except to provide support services.
 - **Non-primary users.** Any user may access and use the software remotely from a separately licensed device.
 - **Remote assistance.** You may allow other devices to access the software to provide you with support services. You do not need additional licenses for this access.
- b) **Media Elements and Templates.** You may copy and use images, clip art, animations, sounds, music, shapes, video clips and templates provided with the software and identified for such use in documents and projects that you create. You may distribute those documents and projects non commercially. If you wish to use these media elements or templates for any other purpose, go to www.microsoft.com/permission to learn whether that use is allowed.

B. Exceptions and Additional Terms for Particular Products.

For Encarta Premium 2007 and Microsoft Student with Encarta Premium 2007:

Consent for Internet-based Services. The software feature described below connects to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when it connects. The feature uses Internet protocols that send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information only to make the Internet-based service available to you. Microsoft does not use it to identify or contact you. You may switch off this feature. For more information about the feature, see the software documentation. By using this feature, you consent to the transmission of this information.

Web Content Features. Features in the software can retrieve related content from Microsoft and provide it to you. To provide the content, these features send to Microsoft the type of operating system, name and version of the software you are using, type of browser, and language code of the device where you installed the software. Examples of these features are clip art, templates, online training, online assistance and Appshelp. You may choose not to use these web content features.

For Flight Simulator X Deluxe Edition

Additional disclaimers, notices and cautionary notes for Flight Simulator X Deluxe are located at:
http://www.fsinsider.com/download_files/LINZ%20DISCLAIMERS.pdf

For MapPoint 2006 Fleet and Standard Editions, Streets & Trips 2007 and AutoRoute 2007:

Use of Maps.

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

For MapPoint 2006 Fleet and Standard Editions:

Use of Maps.

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

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

For Money 2007 Deluxe Edition:

Consent for Internet-based Services & Updates. The software may contain features that connect to Microsoft or service provider computer systems if you use the features while accessing the Internet. You may need to obtain these services separately from a service provider for a fee. Your use of the Internet-based services and updates may send to the appropriate systems information, including, account names, financial transactions, payees, budget limits and alert settings. In some cases, you will not receive a separate notice when they connect. You may switch off these features or not use them. See the software documentation for more information about these features. Microsoft may download and install onto your computer updates for the software, including updates necessary for you to continue using the Internet-based services. By using these features, you consent to the transmission of this information and the terms for use of these features contained in the Money Internet-based Services Policy located at <http://go.microsoft.com/?linkid=4767044>. Microsoft reserves the right to discontinue these Internet-based services at any time.

For Office System Products and Suites:

Consent for Internet-Based Services. The software features described below connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. Unless otherwise noted, you may switch off these features or not use them. For more information about these features, see www.office.microsoft.com/en-us/FX010986541033.aspx. BY USING THESE FEATURES, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION. Microsoft does not use the information to identify or contact you.

Computer Information. The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet-based services available to you.

Web Content Features. Features in the software can retrieve related content from Microsoft and provide it to you. Examples of these features are clip art, templates, online training, online assistance and Appshelp. You may choose not to use these web content features.

Digital Certificates. The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. They also can be used to digitally sign files and macros to verify the integrity and origin of the file contents. The software retrieves certificates and updates certificate revocation lists using the Internet, when available.

Information Rights Management. The software contains a feature that allows you to create content that cannot be printed, copied or sent to others without your permission. You may need to connect to Microsoft to use this feature for the first time. Once a year, you may need to re-connect to Microsoft to update it. For more information, go to www.office.microsoft.com/en-us/assistance/HA010397891033.aspx. You may choose not to use this feature.

Groove Software and Services. If the software includes Microsoft Office Groove ("Groove"), Groove will allow you to communicate directly with others over the Internet. If you are not on the Internet, your communications will be encrypted and sent through Microsoft servers for later delivery. You can not disable this service.

Groove makes some information about your Groove account and computer known to your contacts. For example, if you:

- add a contact to your contact list,
- import your user account onto a new device,
- update the information in your "identity contact", or
- send a Groove workspace invitation using an URL to reference the invitation file,

information about you and your devices may be sent to your contacts. If you configure Groove to use Microsoft servers, those servers will collect information about your computers and user accounts.

See the Microsoft Office Groove 2007 Privacy Statement at www.office.microsoft.com/en-us/products/FX101153391033.aspx for more information.

For Office Professional Plus Edition 2007 and Office Enterprise Edition 2007:

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

Office Resource Kit.

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

Office Web Component. You may install and use any number of copies of the Office Web Component software. You may use the component only to view and print copies of static documents, text and images created with the software. You do not need separate licenses for those copies of the component as long as you use them only for those purposes.

For Office SharePoint Designer 2007:

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

Works Standard 8:

PowerPoint Viewer.

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

Microsoft Desktop Operating Systems

Licensing model: Per copy per device

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

- Windows Vista Business*
- Windows Vista Enterprise*
- Windows Vista Ultimate*

See the Software Assurance Addendum for additional license terms for the Enterprise and Ultimate editions.

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

- I) **Installation and Use Rights.** Before you use the software under a license, you must assign that license to one device (physical hardware system). That device is the "licensed device." You may not reassign that

license to another device. A hardware partition or blade is considered to be a separate device.

- a) **Licensed Device.** You may install one copy of the software on the licensed device. You may use the software on up to two processors on that device at one time. Except as provided in the Storage section below, you may not use the software on any other device.
- b) **Number of Users.** Except as provided in the Device Connections and Other Access Technologies sections below, only one user may use the software at a time.
- c) **Use with other software.** You may not use the software's runtime and other files to run applications not running on the software.

II) Additional Licensing Requirements and/or Use Rights.

- a) **Storage.** You may store one copy of the software on a storage device, such as a network server. You may use that copy to install the software on any other device to which a license has been assigned.
- b) **Device Connections.** You may allow up to 10 other devices to access the software installed on the licensed device to use File Services, Print Services, Internet Information Services, Internet Connection Sharing and Telephony Services.
- c) **Remote Access Technologies.** You may access and use the software installed on the licensed device remotely from another device using remote access technologies as follows.
 - **Remote Desktop.** The single primary user of the licensed device may access a session from any other device using Remote Desktop or similar technologies. A "session" means the experience of interacting with the software, directly or indirectly, through any combination of input, output and display peripherals. Other users may access a session from any device, using these technologies, if:
 - (1) the remote device is separately licensed to run the software; or
 - (2) the user or remote device has the appropriate Remote Desktop License (RDL).
 - **Other Access Technologies.** You may use Remote Assistance or similar technologies to share an active session.
- d) **Remote Desktop Licenses (RDLs).**
 - **Types of RDLs.** There are two types of RDLs: one for devices and one for users. Each device RDL permits one device, used by one user at a time, to access your licensed copies of the software. Each user RDL permits one user, using any device, to access your licensed copies of the software. Your Vista RDLs permit access to your licensed copies of Windows Vista and Windows XP Professional, but not later versions of the software. You may use a combination of device and user RDLs.
 - **Reassignment of RDLs.** You may:
 - (1) permanently reassign a device RDL from one device to another, or a user RDL from one user to another; or
 - (2) temporarily reassign a device RDL to a loaner device while the first device is out of service, or a user RDL to a temporary worker while the user is absent.
- e) **Other Remote Uses.** You may allow any number of devices to access the software installed on the licensed device for purposes other than those described in the Device Connections and Remote Access Technologies sections above, such as to synchronize data between devices.
- f) **Use with Virtualization Technologies.** You may use the software installed on the licensed device within a virtual (or otherwise emulated) hardware system. If you do so:
 - You may not play or access content or use applications protected by any Microsoft digital, information or enterprise rights management technology or other Microsoft rights management services or use BitLocker.
 - We advise against playing or accessing content or using applications protected by other digital, information or enterprise rights management technology or other rights management services or using full volume disk drive encryption.
- g) **Icons, images and sounds.** While the software is running, you may use but not share its icons, images, sounds, and media.

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

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

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

IV) Internet-Based Services.

a) Consent for Internet-based Services. The software features described below and in the Windows Vista Privacy Statement connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off these features or not use them. For more information about these features, see the Windows Vista Privacy Statement at go.microsoft.com/fwlink/?linkid=20615. By using these features, you consent to the transmission of this information. Microsoft does not use it to identify or contact you.

Computer Information. The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information only to make the Internet-based services available to you.

- **Windows Update Feature.** You may connect new hardware to your device. Your device may not have the drivers needed to communicate with that hardware. If so, the update feature of the software can obtain the correct driver from Microsoft and install it on your device. You can switch off this update feature.
- **Web Content Features.** Features in the software can retrieve related content from Microsoft and provide it to you. Examples of these features are clip art, templates, online training, online assistance and Appshelp. You may choose not to use these web content features.
- **Digital Certificates.** The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. They also can be used to digitally sign files and macros, to verify the integrity and origin of the file contents. The software retrieves certificates and updates certificate revocation lists over the Internet, when available.
- **Auto Root Update.** The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off the Auto Root Update feature.
- **Windows Media Digital Rights Management.** Content owners use Windows Media digital rights management technology (WMDRM) to protect their intellectual property, including copyrights. This software and third party software use WMDRM to play and copy WMDRM-protected content. If the software fails to protect the content, content owners may ask Microsoft to revoke the software's ability to use WMDRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree that Microsoft may include a revocation list with the licenses. Content owners may require you to upgrade WMDRM to access their content. Microsoft software that includes WMDRM will ask for your consent prior to the upgrade. If you decline an upgrade, you will not be able to access content that requires the upgrade. You may switch off WMDRM features that access the Internet. When these features are off, you can still play content for which you have a valid license.
- **Windows Media Player.** When you use Windows Media Player, it checks with Microsoft for
 - (1) compatible online music services in your region;
 - (2) new versions of the player; and
 - (3) codecs if your device does not have the correct ones for playing content.

You can switch off this last feature. For more information, go to www.go.microsoft.com/fwlink/?linkid=44073.

- **Malicious Software Removal/Clean On Upgrade.** Before installation of the software, the software will check and remove certain malicious software listed at www.support.microsoft.com/?kbid=890830 ("Malware") from your device. When the software checks your device for Malware, a report will be sent to Microsoft about any Malware detected or errors that occurred while the software was checking for Malware. No information that can be used to identify you is included in the report. You may disable the software's Malware reporting functionality by following the instructions found at www.support.microsoft.com/?kbid=890830.
 - **Network Connectivity Status Icon.** This feature determines whether a system is connected to a network by either passive monitoring of network traffic or active DNS or HTTP queries. The query only transfers standard TCP/IP or DNS information for routing purposes. You can switch off the active query feature through a registry setting.
 - **Windows Time Service.** This service synchronizes with time.windows.com once a week to provide your computer with the correct time. You can turn this feature off or choose your preferred time source within the Date and Time Control Panel applet. The connection uses standard NTP protocol.
 - **IPv6 Network Address Translation (NAT) Traversal service (Teredo).** This feature helps existing home Internet gateway devices transition to IPv6. IPv6 is next generation Internet protocol. It helps enable end-to-end connectivity often needed by peer-to-peer applications. To do so, each time you start up the software the Teredo client service will attempt to locate a public Teredo Internet service. It does so by sending a query over the Internet. This query only transfers standard Domain Name Service information to determine if your computer is connected to the Internet and can locate a public Teredo service. If you
 - (1) use an application (e.g. Windows Meeting Space) that needs IPv6 connectivity or
 - (2) configure your firewall to always enable IPv6 connectivity
 by default standard Internet Protocol information will be sent to the Teredo service at Microsoft at regular intervals. No other information is sent to Microsoft. You can change this default to use non-Microsoft servers. You can also switch off this feature using a command line utility named "netsh".
- b) **Use of Information.** Microsoft may use the computer information, error reports, and Malware reports to improve our software and services. We may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.
- c) **Misuse of Internet-based Services.** You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

V) Notices

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

USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C.

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

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

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

If you have questions about the VC-1 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street,

Suite 300, Denver, Colorado 80206; www.mpegla.com.

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

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

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

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

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

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

VII) Validation.

- a) The software will from time to time update or require download of the validation feature of the software. Validation verifies that the software has been activated and is properly licensed. Validation also permits you to use certain features of the software, or to obtain additional benefits. For more information, see <http://go.microsoft.com/fwlink/?linkid=39157>.
- b) During a validation check, the software will send information about the software and device to Microsoft. This information includes the version and product key of the software, and the Internet protocol address of the device. Microsoft does not use the information to identify or contact you. By using the software, you consent to the transmission of this information. For more information about validation and what is sent during a validation check, see <http://go.microsoft.com/fwlink/?linkid=69500>.
- c) If the software is not properly licensed, the functionality of the software may be affected. For example, you may:
 - need to reactivate the software, or
 - receive reminders to obtain a properly licensed copy of the software,
 or you may not be able to
 - connect to the Internet, or
 - obtain certain updates or upgrades from Microsoft.
- d) You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources, see <http://go.microsoft.com/fwlink/?linkid=69502>.

B. Exceptions and Additional Terms for Particular Products.

For Windows Vista, Windows Vista K, Windows Vista KN:

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

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

Windows Vista KN:

Inapplicable Windows Media Player Use Rights. The Windows Media Digital Rights Management and Windows Media Player terms, and Notices About the MPEG-4 and VC-1 Visual Standards above do not apply when running this software.

Notice regarding the absence of Windows Media Player.

- You will need a media player, either from Microsoft or a third party, in order to play audio CDs or media files, organize content in a media library, create playlists, convert audio CDs to media files, create an audio CD, create personal videos, view artist and title information of media files, view album art of music files, or transfer music to personal music players.
- More information can be found at <http://go.microsoft.com/fwlink/?LinkId=70120>.

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

For Windows Vista Business N:

Inapplicable Windows Media Player Use Rights. The Windows Media Digital Rights Management and Windows Media Player terms, and Notices About the MPEG-4 and VC-1 Visual Standards terms above do not apply when running this software.

Notice regarding the absence of Windows Media Player. The software does not include Windows Media Player, as defined by the European Commission. As a result, you will need a media player, either from Microsoft or a third party, in order to play audio CDs or media files, organize content in a media library, create playlists, convert audio CDs to media files, create an audio CD, create personal videos, view artist and title information of media files, view album art of music files, or transfer music to personal music players. More information can be found at <http://go.microsoft.com/fwlink/?LinkId=70121>.

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

Microsoft Servers – Operating Systems

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

This section covers the products listed below (*for products with an asterisk, also refer to section B*). It also applies to products we add under this licensing model in the Product List. Each product is licensed either by server or processor. All products require CALs and have an optional external connector.

1. Windows Server 2003 R2 Standard, Enterprise and Datacenter Editions*
2. Windows Small Business Server 2003 R2 Standard and Premium Editions*
3. Windows Server 2003 for Small Business Server

A. General License Terms. You have the rights below for each software license you acquire or each server you properly license. Datacenter Edition is licensed by processor and other editions are currently licensed by server.

- I) **You must acquire either a server license or processor licenses depending on the product you are using.**
 - a) **Server Licenses:** You have the rights below for each software license you acquire.
 - i) **Assigning the License to the Server.**
 - Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is the licensed server for that particular license. You may assign other software licenses to the same server, but you may not assign the same license to more than one server. A hardware partition or blade is considered to be a separate server.
 - You may reassign a software license, but not on a short-term basis (i.e., not within 90 days of the last assignment). You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.
 - ii) **Running Instances of the Server Software.** For each software license you assign, you may run, at any one time, one instance of the server software in one physical or virtual operating system environment on the licensed server.
 - b) **Processor Licenses.** You have the rights below for each server you properly license.
 - i) **Licensing a Server.** Before you run instances of the server software on a server, you must determine the required number of software licenses and assign those licenses to that server as described below.
 - **Determining the Number of Licenses Required.** You need a software license for each physical processor in the server.
 - ii) **Assigning the Required Number of Licenses to the Server.**
 - After you determine the number of software licenses you need for a server, you must assign that number of software licenses to that server. That server is the licensed server for all of those licenses. You may not assign the same license to more than one server. A hardware partition or blade is considered to be a separate server.
 - You may reassign a software license, but not on a short-term basis (i.e., not within 90 days of the last assignment). You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.
 - iii) **Running Instances of the Server Software.**
 - For each server to which you have assigned the required number of software licenses, you may run on the licensed server, at any one time:
 - (1) one instance of the server software in the physical operating system environment, and
 - (2) any number of instances of the server software in virtual operating system environments

(only one instance per virtual operating system environment).

- However, the total number of physical processors used by those operating system environments cannot exceed the number of software licenses assigned to that server.
- The software or your hardware may limit the number of instances of the server software that can run in physical or virtual operating system environments on the server.

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

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

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

Product	List of Additional Software
Windows Server 2003 for Small Business Server	<ul style="list-style-type: none"> • AD Migration Tool • FRS monitoring tools • GPMC • Server Administration Tools in adminpak.msi • Shadow Copy Client
Windows Server 2003 R2 Standard, Enterprise and Datacenter Editions	<ul style="list-style-type: none"> • DFS Namespaces and Replication Console • File Server Management • File Server Resource Manager • Identity Management for Unix Admin Pack • Print Management • Remote Desktop Connection • Server Administration Tools • Windows System Resource Manager • Softgrid Server • SoftGrid Database • SoftGrid Sequencer • SoftGrid Management Console
Windows Small Business Server 2003 R2 Standard and Premium Editions	<ul style="list-style-type: none"> • Server Administration Tools • Remote Desktop Connection • Office Outlook 2003 • Entourage for Mac 2004 • SQL Business Intelligence Development Studio • SQL Server 2005 Books Online • SQL Connectivity Components • SQL Legacy Components • SQL Management Tools • SQL Reporting Services Report Manager • SQL Reporting Services Shared Tools • SQL Server 2005 Shared Tools

	<ul style="list-style-type: none"> • SQL Software Development Kit • SQLXML Client Features • SQL Server Mobile Server Tools
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III) Creating and Storing Instances on Your Servers or Storage Media. You have the additional rights below for each software license you acquire.

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

IV) Additional Licensing Requirements and/or Use Rights.

a) Client Access Licenses (CALs).

- You must acquire and assign a CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device. The appropriate CAL for each product is listed in the table below.
- You do not need CALs for:
 - (1) any user or device that accesses your instances of the server software only through the Internet without being authenticated or otherwise individually identified by the server software or through any other means,
 - (2) any of your servers licensed to run instances of the server software, and
 - (3) up to two devices or users to access your instances of the server software only to administer those instances.
- Your CALs permit access to your instances of earlier versions, but not later versions, of the server software, unless stated in the table below.
- Some server software functionality requires additional CALs as listed in the table below.

Product or Functionality	List of CALs
SoftGrid 4.x for Terminal Services	<ul style="list-style-type: none"> • SoftGrid 4.x CAL for Terminal Services
Windows Server 2003 for Small Business Server	<ul style="list-style-type: none"> • Windows Server 2003 for Small Business Server CAL
Windows Server 2003 R2 Rights Management Services	<ul style="list-style-type: none"> • Windows Server 2003 Rights Management Services CAL, or • Enterprise CAL Suite (with active Software Assurance coverage on October 1, 2006 or later)
Windows Server 2003 R2 Standard, Enterprise and Datacenter Editions	<ul style="list-style-type: none"> • BackOffice CAL (with active Software Assurance coverage on April 24, 2003, or later), or • Core CAL Suite (with active Software Assurance coverage on April 24, 2003, or later), or • Windows Server 2003 CAL, or • Windows Small Business Server 2003 CAL (for any user or device that is accessing instances of the server software that are within an SBS domain), or • Enterprise CAL Suite (with active Software Assurance coverage on October 1, 2006 or later)

Windows Server 2003 R2 Terminal Services	<ul style="list-style-type: none"> Windows Server 2003 Terminal Services CAL
Windows Small Business Server 2003 R2 Standard and Premium Editions	<ul style="list-style-type: none"> Windows Small Business Server 2003 CAL

- b) **Types of CALs.** There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.
- c) **Reassignment of CALs.** You may:
- permanently reassign your device CAL from one device to another, or your user CAL from one user to another, or
 - temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.
- d) **External Connector Licenses.** You must assign each external connector license you acquire to a server licensed to run one or more instances of the server software. A hardware partition or blade is considered to be a separate server. Each external connector license assigned to a server permits any number of external users to access instances of the server software on that server. You do not need CALs for those users. "External users" means users that are not either (i) your or your affiliates' employees, or (ii) your or your affiliates' onsite contractors or agents.
- The appropriate external connector license for each product is listed in the table below.
 - External connector licenses permit access to your instances of earlier versions, but not later versions, of the server software, unless stated in the table below.
 - If you choose to license access under external connector licenses, note that some server software functionality requires additional external connector licenses, as listed in the table below.

Product or Functionality	List of External Connector Licenses
SoftGrid 4.x for Terminal Services	<ul style="list-style-type: none"> SoftGrid 4.x External Connector for Terminal Services
Windows Server 2003 for Small Business Server	<ul style="list-style-type: none"> None Available
Windows Server 2003 R2 Rights Management Services	<ul style="list-style-type: none"> Windows Server 2003 Rights Management Services External Connector
Windows Server 2003 R2 Standard, Enterprise and Datacenter Editions	<ul style="list-style-type: none"> Windows Server 2003 External Connector
Windows Server 2003 R2 Terminal Services	<ul style="list-style-type: none"> Windows Server 2003 Terminal Services External Connector
Windows Small Business Server 2003 R2 Standard and Premium Editions	<ul style="list-style-type: none"> None Available

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

rights apply to your use of these Management Packs.

V) Notices.

- a) **Consent for Internet-based Services.** The software features described below connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. These features use Internet protocols that send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you run the software. Microsoft uses this information only to make the Internet-based services available to you. Microsoft does not use it to identify or contact you. You may switch off these features or not use them. For more information about these features, see the software documentation. By using these features, you consent to the transmission of this information.
- **Windows Update Feature.** You may connect new hardware to the device where you run the software. Your device may not have the drivers needed to communicate with that hardware. If so, the update feature of the software can obtain the correct driver from Microsoft and install it on your device. You can switch off this update feature.
 - **Web Content Features.** Features in the software can retrieve related content from Microsoft and provide it to you. To provide the content, these features send to Microsoft the type of operating system, name and version of the software you are using, type of browser and language code of the device where you run the software. Examples of these features are clip art, templates, online training, online assistance and Appshelp. You may choose not to use these web content features.
 - **Digital Certificates.** The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. The software retrieves certificates and updates certificate revocation lists. These security features operate only when you use the Internet.
 - **Auto Root Update.** The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off the Auto Root Update feature.
 - **Windows Media Digital Rights Management.** Content owners use Windows Media digital rights management technology (WMDRM) to protect their intellectual property, including copyrights. This software and third party software use WMDRM to play and copy WMDRM-protected content. If the software fails to protect the content, content owners may ask Microsoft to revoke the software's ability to use WMDRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree that Microsoft may include a revocation list with the licenses. Content owners may require you to upgrade WMDRM to access their content. Microsoft software that includes WMDRM will ask for your consent prior to the upgrade. If you decline an upgrade, you will not be able to access content that requires the upgrade. You may switch off WMDRM features that access the Internet. When these features are off, you can still play content for which you have a valid license.
 - **Windows Media Player.** When you use Windows Media Player, it checks with Microsoft for
 - (1) compatible online music services in your region;
 - (2) new versions of the player; and
 - (3) codecs if your device does not have the correct ones for playing content.

You can switch off this last feature. For more information, go to <http://microsoft.com/windows/windowsmedia/mp10/privacy.aspx>.
 - **Windows Rights Management Services.** The software contains a feature that allows you to create content that cannot be printed, copied or sent to others without your permission. You must connect to Microsoft to use this feature for the first time. Once a year, you must re-connect to Microsoft to update it. For more information, go to <http://www.microsoft.com/pki/rms/cps/>. You may choose not to use this.
- b) **Notice About the MPEG-4 Visual Standard.** This software includes MPEG-4 visual decoding technology. This technology is a format for data compression of video information. MPEG LA, L.L.C. requires this notice:

USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS

ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C.

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

- c) **Data Storage Technology.** The server software may include data storage technology called Microsoft SQL Server Desktop Engine for Windows. Components of the server software use this technology to store data. You may not otherwise use or access this technology under these product use rights.

B. Exceptions and Additional Terms for Particular Products.

For Windows Server 2003 R2 Datacenter Edition

Running Instances of the Server Software.

You may run on the licensed server an instance of Standard or Enterprise Edition in place of Datacenter Edition in any of the virtual operating system environments.

For Windows Server 2003 R2 Enterprise Edition:

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

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

For Windows Server 2003 R2 Standard and Enterprise Editions:

Windows Server 2003 CALs. The server software can be used in either “per device or per user” mode or “per server” mode. In “per device or per user” mode, you need a Windows Server 2003 CAL for each device or user that directly or indirectly accesses instances of the server software on your licensed servers. In “per server” mode, you need and must dedicate exclusively to an instance of the server software as many Windows Server 2003 CALs as the greatest number of devices and users that may directly or indirectly access that instance at the same time. You may change the mode only one time, from “per server” to “per device or per user.” If you do, you will retain the same number of Windows Server 2003 CALs. You may use Core CALs Suites, Enterprise CAL Suites and BackOffice CALs to access server software used in “per device or per user” mode only.

For Windows Server 2003 R2 Terminal Services:

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

- *Windows Terminal Services CALs.* In addition to a Windows Server CAL, Core CAL Suite or Enterprise CAL Suite, you must acquire a Windows Server 2003 Terminal Services CAL for each user or device that directly or indirectly accesses the server software to host a graphical user interface (using the Windows Server Terminal Services functionality or other technology).
- *Administering Terminal Services CALs.* You do not need a Terminal Services CAL to attach to or mirror the console session. The console session is the session that takes place through the server’s primary keyboard and display device (or similar devices).

Work at Home (WAH) License. For each license you acquire, the primary user of a device you license to access instances of the server software (work device) may access those instances from a home device (WAH user). Access from the home device does not require a separate Windows Server CAL. If you upgrade the work device license, the home device may access instances of the same later versions of the server software as the work device. The WAH user’s right to access instances of the server software from the home device terminates when the WAH user leaves your organization. You may transfer WAH licenses if your volume license agreement permits, but only with our consent.

For Windows Server 2003 R2 Standard and Enterprise Editions KN:

Notice of Absence of Windows Media Services. The software does not include Windows Media Services as defined by the Korean Fair Trade Commission. In order to stream live or on-demand audio and video content over the Internet or an intranet, you must install media server software, either from Microsoft or a third party. You may find more information at <http://go.microsoft.com/fwlink/?linkid=68149>.

Additional Disclaimer of Warranty. Microsoft does not provide any warranty for functionality related to Windows Media Services, despite anything to the contrary in your license agreement.

For Windows Small Business Server 2003 R2:

SQL Server (Premium Edition). You may run at any one time any number of instances of SQL Server 2005 Workgroup Edition in the same physical or virtual operating system environment as the server software on the licensed server. You may use only the SQL Management Tools, SQL Server 2005 Books Online, and SQL Development Kit with the SQL Server portion of the software.

FrontPage. The license terms for FrontPage in the Desktop Applications section of these product use rights apply to your use of the FrontPage portion of the software.

Microsoft Servers – Server/CAL

Licensing model: Server license + CAL + optional external connector

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

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. Connected Services Framework Server 3.0 Standard Edition 2. Connected Services Framework Server 3.0 3. CRM 3.0 Professional and Small Business Editions* 4. Customer Care Framework 2005 5. Duet for Microsoft Office and SAP* 6. Exchange Server 2007 Standard and Enterprise Editions 7. Identity Lifecycle Manager (ILM) 2007* 8. Office Forms Server 2007 | <ol style="list-style-type: none"> 9. Office Live Communications Server 2005 Standard and Enterprise Editions* 10. Office Business Scorecard Manager 2005 11. Office Project Portfolio Server 2007 12. Office Project Server 2007 13. Office SharePoint Server 2007 14. ProClarity Analytics Server 6.3* 15. SQL Server 2005 (licensed in Server-per CAL mode) Workgroup, Standard and Enterprise Editions* 16. Visual Studio 2005 Team Foundation Server with SQL Server 2005 Technology* |
|---|--|

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

I) Assigning the License to the Server.

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

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

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

Product	List of Additional Software
Connected Services Framework Server 3.0 and Connected Services Framework Server 3.0 Standard Edition	<ul style="list-style-type: none"> • Web Services Adapters for Connected Services Framework • Enterprise SSO Functionality
CRM 3.0 Professional and Small Business Editions	<ul style="list-style-type: none"> • CRM Client Software • CRM Email Connector • CRM Mobile • Data Migration Framework • Demo database tool • Redeployment tool • Microsoft SQL 2000 Reporting Services ("SRS")

Customer Care Framework 2005	<ul style="list-style-type: none"> • Customer Self-Service Web Portal • Integrated Agent Desktop • Line of Business Application Aggregation Module • Multi-Channel Web Services (email, web chat, speech and Computer Telephony Integration) • Software Development Kit (SDK)
Duet for Microsoft Office and SAP	<ul style="list-style-type: none"> • Components for Microsoft Office • Components for mySAP ERP
Exchange Server 2007 Standard and Enterprise Editions	<ul style="list-style-type: none"> • Exchange Management Tools
ILM 2007	<ul style="list-style-type: none"> • PCNS (Password Change Notification Service) • Certificate Lifecycle Manager Client • Bulk Smart Card Issuance Tool
Office Business Scorecard Manager 2005	<ul style="list-style-type: none"> • Microsoft Office Business Scorecard Builder • Software Development Kit
Office Forms Server 2007	<ul style="list-style-type: none"> • None
Office Live Communications Server 2005 Standard and Enterprise Editions	<ul style="list-style-type: none"> • Address Book Service (for Microsoft Office Communicator) • Administration Tools • Archiving Service • Microsoft Office Communicator 2005 • Microsoft Office Communicator Web Access • Microsoft Office Communicator Mobile • Software Development Kit
Office Project Portfolio Server 2007	<ul style="list-style-type: none"> • SDK
Office Project Server 2007	<ul style="list-style-type: none"> • SDK
Office SharePoint Server 2007	<ul style="list-style-type: none"> • Software Development Kit
ProClarity Analytics Server 6.3	<ul style="list-style-type: none"> • ProClarity Dashboard Server
SQL Server 2005 Standard and Enterprise Editions	<ul style="list-style-type: none"> • Analysis Services Shared Tools • Business Intelligence Development Studio • Connectivity Components • Legacy Components • Management Tools • Notification Services Client Components • Reporting Services Report Manager • Reporting Services Shared Tools • SQL Server 2005 Shared Tools • Software Development Kit • SQLXML Client Features • SQL Server 2005 Books Online

	<ul style="list-style-type: none"> • SQL Server Mobile Server Tools
SQL Server 2005 Workgroup Edition	<ul style="list-style-type: none"> • Business Intelligence Development Studio • Connectivity Components • Legacy Components • Management Tools • Reporting Services Report Manager • Reporting Services Shared Tools • Software Development Kit • SQL Server 2005 Shared Tools • SQL Server 2005 Books Online • SQL Server Mobile Server Tools • SQLXML Client Features
Visual Studio 2005 Team Foundation Server with SQL Server 2005 Technology	<ul style="list-style-type: none"> • Team Explorer • Team Foundation Build

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

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

V) Additional Licensing Requirements and/or Use Rights.

a) Client Access Licenses (CALs).

- You must acquire and assign a CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device. The appropriate CAL for each product is listed in the table below.
- You do not need CALs for:
 - (1) any of your servers licensed to run instances of the server software, and
 - (2) up to two devices or users to access your instances of the server software only to administer those instances.
- Your CALs permit access to your instances of earlier versions, but not later versions, of the server software, unless stated in the table below.
- Some server software functionality requires additional CALs as listed in the table below.

Product or Functionality	List of CALs
Connected Services Framework Server 3.0 Standard Edition Connected Services Framework Server 3.0	<ul style="list-style-type: none"> • Connected Services Framework Server 3.0 CAL
CRM 3.0 Professional Edition	<ul style="list-style-type: none"> • CRM 3.0 Professional CAL
CRM 3.0 Small Business Edition	<ul style="list-style-type: none"> • CRM 3.0 Small Business CAL

Customer Care Framework 2005	<ul style="list-style-type: none"> • Customer Care Framework 2005 CAL
Duet for Microsoft Office and SAP	<ul style="list-style-type: none"> • Duet for Microsoft Office and SAP CAL
Exchange Server 2007 Standard and Enterprise Editions	<ul style="list-style-type: none"> • BackOffice CAL (with active Software Assurance coverage on October 1, 2006, or later), or • Core CAL Suite (with active Software Assurance coverage on October 1, 2006, or later), or • Exchange Server 2007 Standard CAL, or • Enterprise CAL Suite (with active Software Assurance coverage on October 1, 2006 or later)
Exchange Server 2007 Unified Messaging and Compliance Functionality	<ul style="list-style-type: none"> • Exchange Server 2007 Enterprise CAL, or • Enterprise CAL Suite (with active Software Assurance coverage on October 1, 2006 or later)
ILM 2007	<ul style="list-style-type: none"> • ILM 2007 CAL
Office Business Scorecard Manager 2005	<ul style="list-style-type: none"> • Office Business Scorecard Manager 2005 CAL
Office Forms Server 2007	<ul style="list-style-type: none"> • Office Forms Server 2007 CAL
Office Live Communications Server 2005 Standard and Enterprise Editions	<ul style="list-style-type: none"> • Office Live Communications Server 2005 CAL, or • Enterprise CAL Suite (with active Software Assurance coverage on October 1, 2006 or later)
Office Project Portfolio Server 2007	<ul style="list-style-type: none"> • Office Project Portfolio Server 2007 CAL
Office Project Server 2007	<ul style="list-style-type: none"> • Office Project Server 2007 CAL
Office SharePoint Server 2007	<ul style="list-style-type: none"> • Core CAL Suite (with active Software Assurance coverage on October 1, 2006, or later), or • Office SharePoint Server 2007 Standard CAL, or • Enterprise CAL Suite (with active Software Assurance coverage on October 1, 2006 or later)
Office SharePoint Server 2007 E-forms, spreadsheet publishing and data integration functionality	<ul style="list-style-type: none"> • Office SharePoint Server 2007 Enterprise CAL, or • Enterprise CAL Suite (with active Software Assurance coverage on October 1, 2006 or later)
ProClarity Analytics Server 6.3	<ul style="list-style-type: none"> • ProClarity Analytics Server CAL 6.3
SQL Server 2005 Standard and Enterprise Editions	<ul style="list-style-type: none"> • SQL Server 2005 CAL
SQL Server 2005 Workgroup Edition	<ul style="list-style-type: none"> • SQL Server 2005 CAL, or • SQL Server 2005 Workgroup CAL, or • Windows Small Business Server 2003 CAL (for any user or device that is accessing instances of the server software that are within an SBS domain)
Visual Studio 2005 Team Foundation Server with SQL Server 2005 Technology	<ul style="list-style-type: none"> • Visual Studio 2005 Team Foundation Server CAL

- b) **Types of CALs.** There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.
- c) **Reassignment of CALs.** You may:
- permanently reassign your device CAL from one device to another, or your user CAL from one user to another, or
 - temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.
- d) **External Connector Licenses.** You must assign each external connector license you acquire to a server licensed to run one or more instances of the server software. A hardware partition or blade is considered to be a separate server. Each external connector license assigned to a server permits any number of external users to access instances of the server software on that server. You do not need CALs for those users. "External users" means users that are not either (i) your or your affiliates' employees, or (ii) your or your affiliates' onsite contractors or agents.
- The appropriate external connector license for each product is listed in the table below.
 - External connector licenses permit access to your instances of earlier versions, but not later versions, of the server software, unless stated in the table below.
 - If you choose to license access under external connector licenses, note that some server software functionality requires additional external connector licenses, as listed in the table below.

Product or Functionality	List of External Connector Licenses
Connected Services Framework 3.0 Standard Edition Connected Services Framework 3.0	<ul style="list-style-type: none"> • Connected Services Framework 3.0 External Connector
CRM 3.0 Professional and Small Business Editions	<ul style="list-style-type: none"> • CRM 3.0 External Connector
Customer Care Framework 2005	<ul style="list-style-type: none"> • Customer Care Framework 2005 External Connector
Duet for Microsoft Office and SAP	<ul style="list-style-type: none"> • None Available
Exchange Server 2007 Standard and Enterprise Editions	<ul style="list-style-type: none"> • Exchange Server 2007 External Connector
Exchange Server 2007 Unified Messaging and Compliance Functionality	<ul style="list-style-type: none"> • None Available
ILM 2007	<ul style="list-style-type: none"> • None Available
Office Business Scorecard Manager 2005	<ul style="list-style-type: none"> • Office Business Scorecard Manager 2005 External Connector
Office Forms Server 2007	<ul style="list-style-type: none"> • None Available
Office Live Communications Server 2005 Standard and Enterprise editions	<ul style="list-style-type: none"> • Office Live Communications Server 2005 External Connector
Office Project Portfolio Server 2007	<ul style="list-style-type: none"> • Office Project Portfolio Server 2007 External

	Connector
Office Project Server 2007	<ul style="list-style-type: none"> Office Project Server 2007 External Connector
Office SharePoint Server 2007	<ul style="list-style-type: none"> None Available
ProClarity Analytics Server 6.3	<ul style="list-style-type: none"> ProClarity Analytics Server External Connector 6.3
SQL Server 2005 Workgroup, Standard and Enterprise Editions	<ul style="list-style-type: none"> None Available
Visual Studio 2005 Team Foundation Server with SQL Server 2005 Technology	<ul style="list-style-type: none"> Visual Studio 2005 Team Foundation Server External Connector

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

B. Exceptions and Additional Terms for Specific Products.

For Duet for Microsoft Office and SAP

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

For ILM 2007

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

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

For Office Live Communications Server 2005:

Federation. You do not need licenses for another entity's users or devices to access instances of the server software on your licensed servers as long as

- the other entity has CALs for their users and devices,
- the users and devices access through federation, and
- the users and devices do not use a public instant messaging service provider.

Federation means a direct or indirect secure, private connection between two entities' servers.

For SQL Server 2005:

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

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

For CRM 3.0:

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

Microsoft BizTalk Server Standard Edition. The license terms for BizTalk Server Standard Edition in the Server – Per Processor section of these product use rights applies to your use of the BizTalk Server portion of the software. However, you may only use the BizTalk Server software to integrate the CRM server software with other Microsoft Business Solution software.

For Visual Studio 2005 Team Foundation Server with SQL Server 2005 Technology:

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

Microsoft Servers – Per Processor

Licensing model: Processor license

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

1. BizTalk Accelerator for HIPAA 3.3 Standard and Enterprise Editions*
2. BizTalk Accelerator for HL7 1.3 Standard and Enterprise Editions*
3. BizTalk Accelerator for RosettaNet 3.3 Standard and Enterprise Editions
4. BizTalk Accelerator for SWIFT 2.3 Standard and Enterprise Editions
5. BizTalk Server 2006 Standard and Enterprise Editions*
6. Commerce Server 2007 Standard and Enterprise Editions
7. Host Integration Server 2006 *
8. Identity Integration Server 2003 Enterprise Edition
9. Internet Security and Acceleration Server 2006 Standard and Enterprise Editions
10. Speech Server 2004 R2 Standard and Enterprise Editions
11. SQL Server 2005 (licensed in Per Processor mode) Workgroup, Standard and Enterprise Editions*
12. Visual Studio 2005 Team Test Load Agent

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

- I) **Licensing a Server.** Before you run instances of the server software on a server, you must determine the required number of software licenses and assign those licenses to that server as described below.
 - a) **Determining the Number of Licenses Required.** You must first determine the number of software licenses you need. The total number of software licenses required for a server equals the sum of the software licenses required under (i) and (ii) below.
 - i) To run instances of the server software in the physical operating system environment on a server, you need a software license for each physical processor that the physical operating system environment uses.
 - ii) To run instances of the server software in virtual operating system environments on a server, you need a software license for each virtual processor that each of those virtual operating system environments uses. If a virtual operating system environment uses a fraction of a virtual processor, the fraction counts as a full virtual processor.
- II) **Assigning the Required Number of Licenses to the Server.**
 - a) After you determine the number of software licenses you need for a server, you must assign that number of software licenses to that server. That server is the licensed server for all of those licenses. You may not assign the same license to more than one server. A hardware partition or blade is considered to be a separate server.
 - b) You may reassign a software license, but not on a short-term basis (i.e., not within 90 days of the last assignment). You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.
- III) **Running Instances of the Server Software.**
 - a) For each server to which you have assigned the required number of software licenses, you may run, at any one time, any number of instances of the server software in physical and virtual operating system environments on the licensed server. However, the total number of physical and virtual processors used by those operating system environments cannot exceed the number of software licenses assigned to that server.
 - b) The software or your hardware may limit the number of instances of the server software that can run in physical or virtual operating system environments on the server.

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

Product	List of Additional Software
BizTalk Accelerator for HIPAA 3.3 Standard and Enterprise Editions	<ul style="list-style-type: none"> • BizTalk Accelerator Related Schemas and Templates
BizTalk Accelerator for HL7 1.3 Standard and Enterprise Editions	<ul style="list-style-type: none"> • BizTalk Accelerator Related Schemas and Templates
BizTalk Accelerator for RosettaNet 3.3 Standard and Enterprise Editions	<ul style="list-style-type: none"> • BizTalk Accelerator Related Schemas and Templates
BizTalk Accelerator for Swift 2.3 Standard and Enterprise Editions	<ul style="list-style-type: none"> • BizTalk Accelerator Related Schemas and Templates
BizTalk Server 2006 Standard and Enterprise Editions	<ul style="list-style-type: none"> • Administration and Monitoring Tools • BTS Related Schemas and Templates • Business Activity Services • Development Tools • Master Secret Server • Software Development Kit • MQHelper.dll • BAM Event APIs • Windows SharePoint Services Adapter Web Service • SOAP Receive Adapter • HTTP Receive Adapter • ADOMD.NET • Office Web Component • MSXML • SQLXML
Commerce Server 2007 Standard and Enterprise Editions	<ul style="list-style-type: none"> • Adapters • Schema Editor • Business User Interfaces
Host Integration Server 2006 Standard and Enterprise Editions	<ul style="list-style-type: none"> • Master Secret Server • Software Development Kit
Identity Integration Server 2003 Enterprise Edition	<ul style="list-style-type: none"> • Client Software
Internet Security and Acceleration Server 2006 Enterprise Edition	<ul style="list-style-type: none"> • Configuration Storage Server • ISA Server Management • Software Development Kit
Internet Security and Acceleration Server 2006 Standard Edition	<ul style="list-style-type: none"> • ISA Server Manager • Software Development Kit
Speech Server 2004 R2 Standard and Enterprise Editions	<ul style="list-style-type: none"> • Speech Application Deployment Service

	<ul style="list-style-type: none"> • Speech Application Log Analysis Tools • Speech Application Software Development Kit 1.1 • Speech Server Language Packs
SQL Server 2005 Standard and Enterprise, Editions	<ul style="list-style-type: none"> • Business Intelligence Development Studio • Connectivity Components • Legacy Components • Management Tools • Reporting Services Report Manager • Reporting Services Shared Tools • Software Development Kit • SQL Server 2005 Shared Tools • SQL Server 2005 Books Online • SQL Server Mobile Server Tools • SQLXML Client Features
SQL Server 2005 Workgroup Edition	<ul style="list-style-type: none"> • Business Intelligence Development Studio • SQL Server 2005 Books Online • Connectivity Components • Legacy Components • Management Tools • Reporting Services Report Manager • Reporting Services Shared Tools • SQL Server 2005 Shared Tools • Software Development Kit • SQLXML Client Features • SQL Server Mobile Server Tools
Visual Studio 2005 Team Test Load Agent	<ul style="list-style-type: none"> • Visual Studio 2005 Team Test Controller

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

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

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

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

B. Exceptions and Additional Terms for Particular Products.

For BizTalk Server 2006 Standard Edition:

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

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

Office Web Component. The license terms for the Office Web Component in Office Professional in the Desktop Applications section of these product use rights apply to your use of that software.

For Host Integration Server 2006:

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

For SQL Server 2005 Workgroup, Standard, and Enterprise Editions:

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

Microsoft Developer Tools

Licensing model: User License

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

1. BizTalk Server 2006 Developer Edition*
2. Expression Blend 1.0
3. Expression Media 1.0
4. Expression Studio 1.0
5. Expression Web
6. MSDN Operating Systems, Professional, Enterprise, Universal, and Premium*
7. SQL Server 2005 Developer Edition*
8. TechNet Plus*
9. TechNet Direct*
10. Visual FoxPro 9.0
11. Visual SourceSafe 2005
12. Visual Studio 2005 Professional Edition*
13. Visual Studio 2005 Team Edition for Software Architects, Software Developers, Testers and Database Professionals*
14. Visual Studio 2005 Team Suite*
15. Visual Studio 2005 Tools for the Microsoft Office System*

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

I) Installation and Use Rights.

- a) **General.** One user may install and use copies of the software to design, develop, test and demonstrate your programs. Testing does not include staging on a server in a production environment, such as loading content prior to production use.
- b) **Included Microsoft Software Programs.** This section of these product use rights applies to all Microsoft programs included with the software. If another section covers a program and gives you other rights that do not conflict with this section, you also have those rights.

II) Additional Licensing Requirements and/or Use Rights.

- a) **User Testing.** Your end users may access the software to perform acceptance tests on your programs.
- b) **Distributable Code.** You may use Distributable Code as described in the Universal License Terms.
- c) **Downgrade.** The licensed user may run a prior version in place of the licensed version for any copy run. This right to run a prior version is in addition to the right to run the product version you licensed. The licensed user may run both versions at the same time.

B. Exceptions and Additional Terms for Particular Products.

For Visual Studio (all editions), MSDN (all subscription levels), and TechNet Plus:

Notices Relating to Windows Operating Systems.

Consent for Internet-based Services. The software features described below connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. These features use Internet protocols that send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information only to make the Internet-based services available to you. Microsoft does not use it to identify or contact you. You may switch off these features or not use them. For more information about these features, see the software documentation. By using these features, you consent to the transmission of this information.

- **Windows Update Feature.** If you connect hardware to your device, it may not have the drivers needed to communicate with that hardware. The software's update feature can obtain appropriate drivers from Microsoft and install them on your device. You can switch off this update feature.
- **Windows Web Content Features.** Features in the software can retrieve related content from Microsoft and provide it to you. To provide the content, these features send to Microsoft the type of operating system, name and version of the software you are using, type of browser and language code of the

- device where you installed the software. Examples of these features are clip art, templates, online training, online assistance and Appshelp. You may choose not to use these web content features.
- Windows Digital Certificates. The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. The software retrieves certificates and updates certificate revocation lists. These security features operate only when you use the Internet.
 - Windows Auto Root Update. The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off the Auto Root Update feature.
 - Windows Media Digital Rights Management. Content owners use Windows Media digital rights management technology (WMDRM) to protect their intellectual property, including copyrights. This software and third party software use WMDRM to play and copy WMDRM-protected content. If the software fails to protect the content, content owners may ask Microsoft to revoke the software's ability to use WMDRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree that Microsoft may include a revocation list with the licenses. Content owners may require you to upgrade WMDRM to access their content. Microsoft software that includes WMDRM will ask for your consent prior to the upgrade. If you decline an upgrade, you will not be able to access content that requires the upgrade. You may switch off WMDRM features that access the Internet. When these features are off, you can still play content for which you have a valid license.
 - Windows Media Player. When you use Windows Media Player, it checks with Microsoft for:
 - compatible online music services in your region;
 - new versions of the player; and
 - codecs if your device does not have the correct ones for playing content.

You can switch off this last feature. For more information, go to <http://microsoft.com/windows/windowsmedia/mp10/privacy.aspx>.

Notice About the MPEG-4 Visual Standard. This software includes MPEG-4 visual decoding technology. This technology is a format for data compression of video information.

MPEG LA, L.L.C. requires this notice:

USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C.

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

Data Storage Technology in Windows Server 2003 and Windows Server 2003 R2. Windows Server may include data storage technology called Microsoft SQL Server Desktop Engine for Windows. Components of the server software use this technology to store data. You may not otherwise use or access this technology under these product use rights.

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

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

For Visual Studio (all editions) and MSDN (all subscription levels):

Windows Server 2003 Terminal Services and Windows Server 2003 R2 Terminal Services. Up to 200 anonymous users at a time may use the Terminal Services feature of the Windows Server software to access Internet demonstrations of your programs. Your demonstration must not use production data.

For Visual Studio 2005 (all editions and roles):

Consent for Internet-based Services. The software feature described below connects to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. The feature uses Internet protocols that send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information only to make the Internet-based service available to you. Microsoft does not use it to identify or contact you. You may choose not to use the feature. For more information about the feature, see the software documentation. By using this feature, you consent to the transmission of this information.

- **Windows Digital Certificates.** The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. The software retrieves certificates and updates certificate revocation lists. These security features operate only when you use the Internet.

For MSDN (Universal and Premium):

Desktop Applications. For each license you acquire, the licensed user may also install and use one copy of Microsoft Office Professional on one device for any purpose. The user may also install and use one copy of InfoPath, OneNote, Visio Standard, Project Standard, and FrontPage on one device for general purposes related to the design, development, testing and demonstration of your programs. The Desktop Applications section of these product use rights applies to the licensed user's use of this software.

Application Center 2000. You may use Application Center 2000 software only to (i) test whether your programs can be deployed with Application Center 2000; and (ii) build integration points (such as monitors) and determine any effects of use. You may not do any other type of testing.

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

Systems Management Server (SMS) 2.0.

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

Software Development Kits. The software includes components identified as software development kits (SDKs). If other terms come with an SDK, those terms apply to your use of it.

For MSDN (Universal and Premium) and Visual Studio 2005 Tools for the Microsoft Office System:

Access Runtime Files Distributable Code. You may copy and distribute the object code form of SETUP.EXE, ACCESSRT.MSI, and ACCESSRT.CAB files from a licensed copy of Microsoft Office Professional Enterprise Edition 2003 or Microsoft Office Access 2003 software. The terms for Distributable Code in the Universal License Terms apply. In addition, you and your end users may only use these files to provide database features for your non-database management programs.

FOR SQL Server 2005 Developer Edition:

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

For TechNet Plus and TechNet Direct:

Installation and Use Rights. You may only install and use the software as described below.

- **TechNet Plus and TechNet Direct Single User License.** One user may install and use copies of the software on any of your devices.
- **TechNet Plus Server License.** You may install copies of the software on one server. Any person that has access to that server may install and use the software on any of your devices.
- **TechNet Plus Subscription Media as a Software Assurance Benefit.** You may install copies of the software on any number of your servers. Any person that has access to those servers may install and use the software on any of your devices.

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

Evaluation Software. Only one user may install and use copies of the evaluation software listed in the COMPONENTS.TXT files, even if you obtained either a server license or TechNet Plus Subscription Media as a Software Assurance benefit. You may use the evaluation software only to evaluate it. You may not use it in a live operating environment, in a staging environment, or with data that has not been backed up. You may not use the evaluation software for software development or in an application development environment.

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

That person may also:

- modify documentation for your internal purposes;
- use it to provide support services to your customers; and
- distribute it, without modification, to your support services customers for their internal use.

Documentation does not include electronic books.

For BizTalk 2004:

***Office InfoPath and Visual Studio.* You may use the Office InfoPath and Visual Studio software only to develop programs that run on the BizTalk server software.**

For BizTalk 2006:

Office Web Component. The license terms for the Office Web Component in Office Professional in the Desktop Applications section of these product use rights apply to your use of that software.

Microsoft Servers – Management Servers

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

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

- | | |
|---|---|
| 1. Data Protection Manager (DPM) 2006* | 4. Systems Management Server (SMS) 2003 R2* |
| 2. System Center Operations Manager 2007* | 5. SMS 2003 R2 with SQL Server 2005 Technology* |
| 3. System Center Operations Manager 2007 with SQL Server 2005 Technology* | |

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

I) Assigning the License to the Server.

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

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

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

Product	List of Additional Software
System Center Operations Manager 2007	<ul style="list-style-type: none"> • Agent and Helper Binaries • Audit Collector • Audit Database • Connector Framework • Console • Database • Gateway Server • Management Packs • Management Server • Power Shell • Reporting Data Warehouse • Reporting Server
System Center Operations Manager 2007 with SQL Server 2005 Technology	<ul style="list-style-type: none"> • Agent and Helper Binaries • Audit Collector

	<ul style="list-style-type: none"> • Audit Database • Connector Framework • Console • Database • Gateway Server • Management Packs • Management Server • Power Shell • Reporting Data Warehouse • Reporting Server • Analysis Services Shared Tools • Business Intelligence Development Studio • Connectivity Components • Legacy Components • Management Tools • Notification Services Client Components • Reporting Services Report Manager • Reporting Services Shared Tools • SQL Server 2005 Shared Tools • Software Development Kit • SQLXML Client Features • SQL Server 2005 Books Online • SQL Server Mobile Server Tools • Web Console
DPM 2006	<ul style="list-style-type: none"> • Data Protection Manager 2006 File Agent
	<ul style="list-style-type: none"> •
	<ul style="list-style-type: none"> •
SMS 2003 R2	<ul style="list-style-type: none"> • Administrator Console • Advanced Client • Client Access Point • Custom Updates Publishing Tool • Distribution Point • Management Point • Microsoft Baseline Security Analyzer • Network Monitor • Recovery Point • Reporting Point • Secondary Site Server • Sender Server • Server Locator Point • SMS 2003 Legacy Client • Systems Management Server Provider

<p>SMS 2003 R2 with SQL Server 2005 Technology</p>	<ul style="list-style-type: none"> • Secondary Site Server • Network Monitor • Administrator Console • Custom Updates Publishing Tool • Systems Management Server Provider • Recovery Point • Reporting Point • Server Locator Point • Distribution Point • Management Point • Client Access Point • Sender Server • Advanced Client • SMS 2003 Legacy Client • Analysis Services Shared Tools • Business Intelligence Development Studio • Connectivity Components • Legacy Components • Management Tools • Microsoft Baseline Security Analyzer • Notification Services Client Components • Reporting Services Report Manager • Reporting Services Shared Tools • SQL Server 2005 Shared Tools • Software Development Kit • SQLXML Client Features • SQL Server 2005 Books Online • SQL Server Mobile Server Tools
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IV) Creating and Storing Instances on Your Servers or Storage Media. You have the additional rights below for each software license you acquire.

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

V) Additional Licensing Requirements and/or Use Rights.

- a) **Management Licenses.** You must acquire and assign a management license to each device that your instances of the server software manage. A hardware partition or blade is considered to be a separate device. The appropriate management license for each product is listed in the table below. For purposes of this paragraph, to “manage” a device means to
 - i) solicit or receive data about,
 - ii) configure, or

iii) give instructions to the device's hardware or software, other than to discover the presence of a device.

- You do not need a management license for any of your devices
- i) licensed to run instances of the server software. or
- ii) functioning only as network infrastructure devices (OSI layer 3 or below).
- Your management licenses permit management by your instances of earlier versions, but not later versions, of the server software, unless stated below in the table.
- Once you assign a management license to a device, you may manage that device with any instance of the server software on your licensed servers.

Product or Functionality	List of Management Licenses
System Center Operations Manager 2007	<ul style="list-style-type: none"> • System Center Operations Manager 2007 Standard Operations Management License (Standard OML), or • System Center Operations Manager 2007 Enterprise Operations Management License (Enterprise OML), or • System Center Operations Manager 2007 Client Operations Management License (Client OML), or • System Center Standard Server Management License 2006 (Standard SML) (acquired on or after April 1, 2007 or with active Software Assurance coverage on or after that date)
System Center Operations Manager 2007 with SQL Server 2005 Technology	<ul style="list-style-type: none"> • System Center Operations Manager 2007 Standard Operations Management License (Standard OML), or • System Center Operations Manager 2007 Enterprise Operations Management License (Enterprise OML), or • System Center Operations Manager 2007 Client Operations Management License (Client OML), or • System Center Standard Server Management License 2006 (Standard SML) (acquired on or after April 1, 2007 or with active Software Assurance coverage on or after that date)
DPM 2006	<ul style="list-style-type: none"> • DPM 2006 Data Protection Management License (DPML) or • System Center Standard Server Management License 2006 (Standard SML)
	<ul style="list-style-type: none"> •
	<ul style="list-style-type: none"> •
SMS 2003 ¹ R2	<ul style="list-style-type: none"> • BackOffice 2000 CAL (with active Software Assurance coverage on August 1, 2006, or later), or • Core CAL Suite (with active Software Assurance coverage on August 1, 2006, or later), or • Enterprise CAL Suite (with active Software Assurance coverage on October 1, 2006 or later), or • SMS 2003 R2 Client Configuration Management

	License (CCML), or <ul style="list-style-type: none"> • SMS 2003 R2 Server Configuration Management License (SCML), or • System Center Standard Server Management License 2006 (Standard SML) (acquired on or after August 1, 2006 or with active Software Assurance coverage on or after that date)
SMS 2003 R2 with SQL Server 2005 Technology ¹	<ul style="list-style-type: none"> • BackOffice 2000 CAL (with active Software Assurance coverage on August 1, 2006, or later), or • Core CAL Suite (with active Software Assurance coverage on August 1, 2006, or later), or • Enterprise CAL Suite (with active Software Assurance coverage on October 1, 2006 or later) • SMS 2003 R2 Client Configuration Management License (CCML) • SMS 2003 R2 Server Configuration Management License (SCML) • System Center Standard Server Management License 2006 (Standard SML) (acquired on or after August 1, 2006 or with active Software Assurance coverage on or after that date)

¹ For each user licensed for SMS under a Core CAL Suite (user CAL) or an Enterprise CAL Suite (user CAL), the CAL covers all devices used by that user, provided that management of each device by SMS is separately licensed for all other users of the device (e.g., under Core CAL Suite (user CALs) or Enterprise CAL Suite (user CALs) assigned to those users or SMS device CALs).

- b) **Types of Management Licenses.** There are two types of management licenses: client and server. Generally, the type of license required for a device depends on the type of operating system software running on that device. Devices running server operating systems software require server management licenses. All other devices require client management licenses.
- c) **Reassignment of Management Licenses and CALs.** You may:
 - permanently reassign a management license or device CAL from one device to another, or a user CAL from one user to another; or
 - temporarily reassign a management license or device CAL to a loaner device while the first device is out of service, or a user CAL to a temporary worker while the user is absent.
- d) **Distributable Code.** You may use Distributable Code as described in the Universal License Terms.
- e) **License terms for SQL Server 2005 Technology.** If your edition of the software includes SQL Server 2005 Technology, you may run, at any one time, one instance of that technology in one physical or virtual operating system environment on one server solely to support that software. You do not need SQL Server CALs for that use. You may create and store any number of instances of SQL Server Technology on any of your servers or storage media solely to exercise your right to run an instance of that technology under any of your software licenses as described here.
- f) **Management Packs.** The software may contain Management Packs. The license terms for the applicable System Center products apply to your use of these Management Packs.

B. Exceptions and Additional Terms for Particular Products.

For Data Protection Manager:

Management Licenses. Only one type of management license is available, for use with both servers and clients.

For System Center Operations Manager 2007 and System Center Operations Manager 2007 with SQL Server 2005 Technology:

There are two types of server management licenses (OMLs). There are Enterprise OMLs and Standard OMLs. The SML includes the Standard OML.

An Enterprise OML permits management by instances of the server software of all operating system utilities, service workloads, as well as any applications on the device to which it is assigned.

A Standard OML and a Standard SML permit management by instances of the server software of only Basic Operating System Workloads on the device to which the license is assigned. Basic Operating System Workloads means

- these basic operating system utilities: System Resource Manager, Password Change Notification, Baseline Security Analyzer, Reliability and Availability Services,
- these file and print service workloads: Print Server, Distributed File System (DFS), File Replication Service (FRS), Network File System (NFS), File Transfer Protocol (FTP), and Windows Sharepoint Services, and
- these networking service workloads: Distributed Naming Service (DNS), Dynamic Host Configuration Protocol (DHCP), and Windows Internet Naming Service (WINS).

Microsoft may expand the list of Basic Operating System Workloads by posting updates at <http://go.microsoft.com/?linkid=4426611>.

Microsoft Servers – Specialty Servers

Licensing model: Server license

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

- | | |
|---|---|
| 1. Compute Cluster Pack | 10. Office SharePoint Server 2007 for Internet sites* |
| 2. Connected Services Framework SBE Server Billing 3.0 | 11. Office SharePoint Server 2007 for Search Standard and Enterprise Editions |
| 3. Connected Services Framework SBE Server Order Handling 3.0 | 12. Office SharePoint Server 2007 for Search (Standard Edition) with SQL Server 2005 Technology |
| 4. GroupBoard Workspace | 13. System Center Reporting Manager 2006 |
| 5. Identity Integration Server 2003 -- Windows Live Edition* | 14. Virtual Server 2005 R2 Standard and Enterprise Editions |
| 6. Microsoft Operations Manager 2005 Workgroup Edition* | 15. Windows Server 2003 Compute Cluster Edition* |
| 7. Microsoft Services for Netware 5.03* | 16. Windows Server 2003 Web Edition* |
| 8. Office Forms Server 2007 for Internet sites* | |
| 9. Office Groove Server 2007 | |

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

I) Assigning the License to the Server.

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

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

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

Products	List of Additional Software
Compute Cluster Pack	<ul style="list-style-type: none"> • Compute Cluster Job Manager • Compute Cluster Administrator • Compute Cluster Administrator's Guide
Connected Services Framework SBE Server Billing 3.0	<ul style="list-style-type: none"> • None
Connected Services Framework SBE Server Order Handling 3.0	<ul style="list-style-type: none"> • None
Identity Integration Server 2003 -- Windows Live Edition	<ul style="list-style-type: none"> • Client Software

Office Forms Server 2007 for Internet sites	<ul style="list-style-type: none"> • None
Office Groove Server 2007	<ul style="list-style-type: none"> • None
Office SharePoint Server 2007 for Internet sites	<ul style="list-style-type: none"> • None
Office SharePoint Server 2007 for Search	<ul style="list-style-type: none"> • None
Office SharePoint Server 2007 for Search (Standard Edition) with SQL Server 2005 Technology	<ul style="list-style-type: none"> • None
Microsoft Operations Manager 2005 Workgroup Edition	<ul style="list-style-type: none"> • Agent and Helper Binaries • Management Packs
Microsoft Services for Netware 5.03	<ul style="list-style-type: none"> • Novell Client 32
System Center Reporting Manager 2006	<ul style="list-style-type: none"> • Reporting Data Source
	<ul style="list-style-type: none"> •
Virtual Server 2005 R2 Standard and Enterprise Editions	<ul style="list-style-type: none"> • Virtual Machine Remote Control
Windows Server 2003 Compute Cluster Edition	<ul style="list-style-type: none"> • Server Administration Tools • Remote Desktop Connection • Windows System Resource Manager
Windows Server 2003 Web Edition	<ul style="list-style-type: none"> • None

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

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

V) Additional Licensing Requirements and/or Use Rights.

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



B. Exceptions and Additional Terms for Particular Products.

For Identity Integration Server 2003 -- Windows Live Edition:

You may use the software to

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

between your connected data sources and the Microsoft Passport Network / Windows Live ID service ("Service"). You may not use the software for any other purpose. For example, you may not use the software to synchronize or facilitate transfer of data from one of your connected data sources to another. Your use of the Service remains subject to any and all applicable terms of use and these rights do not change or supplement such terms.

For MOM 2005 Workgroup Edition:

You may not connect an instance of the server software with another instance of the server software or other management software.

Running Instances of the Server Software with Database Software. You must run instances of the server software and the database software it uses in the same physical or virtual operating system environment on the licensed server.

For Office Forms Server 2007 for Internet sites and Office SharePoint Server 2007 for Internet sites

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

For Windows Server 2003 Compute Cluster Edition

You may use the server software only for running clustered HPC applications. "HPC applications" are high performance computing applications. Clustered HPC applications solve complex computational problems or a set of closely related computational problems in parallel, typically using several servers as a group (or "cluster"). You may not use the server software for any other purpose. For example, you may not use the server software as a general purpose server, database server, e-mail server, print server or file server. As an exception, you may use:

- the server software in conjunction with other software only as necessary to permit management of the licensed server by devices outside the cluster that are running systems management, security management or performance enhancement software.
- Active Directory configured to run on the head node, but only to submit computational problems to the cluster.
- The head node as a file server, but only to stage data for computation. (The head node is the server within the cluster designated for that purpose.)

For Windows Server 2003 Web Edition:

You may use the software only to deploy web pages, sites, applications and services, and to serve POP3 mail. You may run instances of the server software with the following types of software in the same physical or virtual operating system environment on the licensed server:

- Web serving software, such as Microsoft Internet Information Services;
- non-enterprise database engine software, such as Microsoft SQL Server Desktop Engine, licensed to support not more than 25 users at one time, and
- Web availability management software, such as Microsoft Application Center.

The software above may access data from the following software on any of your servers:

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

No other use of the software is permitted.

Consent for Internet-based Services. The software feature described below connects to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. The feature uses Internet protocols that send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information only to make the Internet-based service available to you. Microsoft does not use it to identify or contact you. You may choose not to use the feature. For more information about the feature, see the software documentation. By using this feature, you consent to the transmission of this information.

- Windows Rights Management Services. The software contains a feature that allows you to create content that cannot be printed, copied or sent to others without your permission. You must connect to Microsoft to use this feature for the first time. Once a year, you must re-connect to Microsoft to update it. For more information, go to <http://www.microsoft.com/WINDOWS/RM/PRIVACY>. You may choose not to use this feature.

For Office SharePoint Server 2007 for Search (Standard Edition) with SQL Server 2005 Technology:

License terms for SQL Server 2005 Technology. The software includes SQL Server 2005 Technology. You may run, at any one time, one instance of that technology in one physical or virtual operating system environment on one server solely to support that software. You do not need SQL Server CALs for that use. You may create and store any number of instances of SQL Server 2005 Technology on any of your servers or storage media solely to exercise your right to run an instance of SQL Server 2005 Technology under any of your software licenses.

For Microsoft Services for NetWare 5.03:

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

Microsoft Online Services

Licensing model: Services subscription license + user or device subscription license + add-on subscription license

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

1. Antigen Enterprise Manager
2. Antigen for Instant Messaging*
3. Forefront Security for Exchange Server*
4. Forefront Security for Exchange Server External Connector*
5. Forefront Security for SharePoint*
6. Forefront Security for SharePoint for Internet sites*
7. MapPoint Web Services Standard and Professional*
8. Microsoft Exchange Hosted Archive*
9. Microsoft Exchange Hosted Continuity*
10. Microsoft Exchange Hosted Encryption*
11. Microsoft Exchange Hosted Filtering*
12. Microsoft Learning Solutions eLearning Library*
13. Microsoft Learning Solutions eReference Library*
14. Microsoft Learning Solutions Technical eLearning Course Collection*
15. Microsoft Learning Solutions MCP Services*
16. MSN Encarta Premium and Academic
17. Office Groove Enterprise Services*
18. Office Live Communications Server Public Instant Messaging Connectivity*
19. Office Live Meeting

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

I) Use Rights.

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

Online Services That Require Services SLs		
Online Service	Services SL	Number Required
Antigen Enterprise Manager	<ul style="list-style-type: none"> • Antigen Enterprise Manager Services SL 	One for each server running the online service
MapPoint Web Services Standard	<ul style="list-style-type: none"> • MapPoint Web Services Standard Services SL 	One per enrollment or Open Value agreement
MapPoint Web Services Professional	<ul style="list-style-type: none"> • MapPoint Web Services Professional Services SL 	One per enrollment or Open Value agreement
Microsoft Learning Solutions Technical eLearning Course Collection	<ul style="list-style-type: none"> • Microsoft Learning Solutions Technical eLearning Course Collection SL 	The equivalent of one per user for one course per month
Microsoft Learning Solutions MCP Services	<ul style="list-style-type: none"> • Microsoft Learning Solutions MCP Services SL 	The equivalent of one per user for one for exam per month
Office Live Meeting	<ul style="list-style-type: none"> • Office Live Meeting Services SL 	One for each web conference center (or URL)

II) Additional Licensing Requirements and/or Use Rights.

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

- If an online service is listed in the table below, you must acquire and assign User SLs or Device

SLs to your users and devices as described in the table. If both User and Device SLs are listed for the service, you may acquire and assign either type to use the service.

- A hardware partition or blade is considered to be a separate device.

Online Services That Require User or Device SLs		
Online Service	User/Device SL	Required For Each of Your...
Antigen for Instant Messaging	<ul style="list-style-type: none"> • Antigen for Instant Messaging User SL or • Enterprise CAL Suite (User)¹ 	Users whose instant messages are processed by the online service
	<ul style="list-style-type: none"> • Antigen for Instant Messaging Device SL or • Enterprise CAL Suite (Device)¹ 	Devices that access instant messages processed by the online service
Forefront Security for Exchange Server	<ul style="list-style-type: none"> • Forefront Security for Exchange Server User SL, or • Enterprise CAL Suite (User)¹, or • Exchange Server 2007 Enterprise CAL (User)¹ 	Users whose email is processed by the online service
	<ul style="list-style-type: none"> • Forefront Security for Exchange Server Device SL, or • Enterprise CAL Suite (Device)¹, or • Exchange Server 2007 Enterprise CAL (Device)¹ 	Devices that access email processed by the online service
Forefront Security for SharePoint	<ul style="list-style-type: none"> • Forefront Security for SharePoint User SL, or • Enterprise CAL Suite (User)¹ 	Users that access data on SharePoint sites processed by the online service
	<ul style="list-style-type: none"> • Forefront Security for SharePoint Device SL or • Enterprise CAL Suite (Device)¹ 	Devices that access data on SharePoint sites processed by the online service
MapPoint Web Services Standard	<ul style="list-style-type: none"> • MapPoint Web Services Standard User SL 	Users authenticated by your programs that access the online service
MapPoint Web Services Professional	<ul style="list-style-type: none"> • MapPoint Web Services Standard User SL 	Users authenticated by your programs that access the online service
Microsoft Exchange Hosted Archive	<ul style="list-style-type: none"> • Microsoft Exchange Hosted Archive User SL 	Users whose subscriber data ² is processed and stored by the online service

Microsoft Exchange Hosted Continuity	<ul style="list-style-type: none"> Microsoft Exchange Hosted Continuity User SL 	Users whose subscriber data ² is processed and stored by the online service
Microsoft Exchange Hosted Encryption	<ul style="list-style-type: none"> Microsoft Exchange Hosted Encryption User SL 	Users whose subscriber data ² is processed by the online service
Microsoft Exchange Hosted Filtering	<ul style="list-style-type: none"> Microsoft Exchange Hosted Filtering User SL, or Enterprise CAL Suite (User)¹, or Exchange Server 2007 Enterprise CAL (User)¹ 	Users whose subscriber data ² is processed by the online service
	<ul style="list-style-type: none"> Microsoft Exchange Hosted Filtering Device SL, or Enterprise CAL Suite (Device)¹, or Exchange Server 2007 Enterprise CAL (Device)¹ 	Device that access subscriber data ² processed by the online service
Microsoft Learning Solutions eLearning Library	<ul style="list-style-type: none"> Microsoft Learning Solutions eLearning Library User SL 	Users who access the online service
Microsoft Learning Solutions eReference Library	<ul style="list-style-type: none"> Microsoft Learning Solutions eReference Library User SL 	Users who access the online service
MSN Encarta Premium	<ul style="list-style-type: none"> MSN Encarta Premium User SL 	Users who access the online service
MSN Encarta Academic	<ul style="list-style-type: none"> MSN Encarta Academic User SL 	Users who access the online service
Office Groove Enterprise Services	<ul style="list-style-type: none"> Office Groove Enterprise Services User SL 	Users that synchronize files and documents through the online service
	<ul style="list-style-type: none"> Office Groove Enterprise Services Device SL 	Devices that synchronize files and documents through the online service
Office Live Communications Server Public Instant Messaging Connectivity	<ul style="list-style-type: none"> Office Live Communications Server Public Instant Messaging Connectivity User SL 	User who access the instant messaging service providers through the online service
Office Live Meeting	<ul style="list-style-type: none"> Office Live Meeting User SL 	Users who schedule or conduct a web conference with the online service

¹ With active Software Assurance coverage.

² Defined below.

b) Reassignment of User and Device SLs. You may:

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

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

Online Services That Offer Add-on SLs		
Online Service	Add-on SL	When Required...
Forefront Security for Exchange Server External Connector	<ul style="list-style-type: none"> Exchange External Connector Add on SL 	One for each server running the online service
Forefront Security for SharePoint for Internet sites	<ul style="list-style-type: none"> Add-on SL 	For each server running the online service
MapPoint Web Services Standard or Professional	<ul style="list-style-type: none"> Billable Transactions Add-on SL 	For unauthenticated users to access the online service through your programs, based on the number of billable transactions per month
Microsoft Exchange Hosted Archive	<ul style="list-style-type: none"> Extra Storage Add-on SL 	For each one gigabyte of storage in excess of storage provided with User SLs
Office Live Meeting	<ul style="list-style-type: none"> Meeting Room Add-on SL 	For web conferences with more people attending than permitted under the User SL

III) Additional Terms.

- a) **Different Terms for Online Services.** Certain terms in your volume license agreement do not apply to the online service, including the commitment to use rights. You also do not have perpetual rights to use the online service. The differences are as follows.
- **License Terms Updates.** We may update the online service’s license terms any time. You agree to the new terms by using the online service after we publish them in these product use rights or send you an email or instant message about the updates.
 - **Online Service Updates.** We may modify the online service from time to time. We may also release a new version of it. If we update the online service and you do not use the updated service, some features may not be available to you and your use of the online service may be interrupted or terminated.
 - **Online Service Suspension or Cancellation.** We may suspend the online service or your use of it for any reason, including service maintenance. We may also cancel the online service or your use of it for any reason, including legal obligations. If we do cancel it, your right to use the online service stops right away. You may not have access to your data after we suspend or cancel the online service.
 - **Term of License.** You may not access or use the online service after your applicable Select or Enterprise Enrollment, Open License Value Agreement or Open License Authorization Number terminates or expires.
- b) **Responsibility for Your Accounts.** You are responsible for all activity with your online service accounts and your passwords. You must keep them confidential. You must tell us right away about any possible misuse of your accounts or any security breach related to the online service.

- c) **Use of Software with the Online Service.** You may use only Microsoft software or authorized third party software to sign into and use the online service.
- **Microsoft Software License Terms.** The terms that come with Microsoft software for the online service apply to your use of that software. If no terms come with the software, you may install it on your devices and use it only with the online service. Your right to use the software ends when your right to use the online service terminates or expires, or when we update the service and it no longer supports the software, whichever comes first. You must uninstall the software when your right to use it ends. We may also disable it at that time.
 - **Automatic Updates for Microsoft Software.** From time to time, we may check your version of the software and recommend or download updates to your devices. You may not receive notice when we download the update.
- d) **Use of Other Web Sites and Services.** You may only use Microsoft or authorized third party web sites and services to access and use the online service. The terms of use that come with those sites and services apply to your use of them.
- e) **Third Party Content and Services.** We are not responsible for any third party content you access with the online service. You are responsible for your dealings with any third party (including advertisers) related to the online service (including the delivery of and payment for goods and services).
- f) **Materials You Post or Provide.** For any materials you post or provide to us related to the online service, you give us the right to (1) use, modify, copy, distribute, transmit, and display the materials for the online service, (2) publish your name with the materials, and (3) give these rights to the public. These rights apply only to legal content and legal use of it. We will not pay you for your materials. We may remove them at any time. You must have the rights needed to give us these rights.
- g) **Scope of Use (Acceptable Use Policy).** You may not:
- use the online service in a way that is against the law;
 - use the online service in a way that could harm it or impair anyone else's use of it;
 - use the online service to try to gain unauthorized access to any service, data, account or network by any means;
 - authorize any third party to access or use the online service on your behalf;
 - use any automated process or service to access or use the online service such as a BOT, a spider or periodic caching of information stored by Microsoft;
 - falsify any email header information (e.g., "spoofing"); or
 - use the online service to make available any offering designed to violate these terms (e.g., enable sending of spam, enable denial of service attacks, etc.).
- h) **Monitoring Your Use.** To the extent permitted by law, we may monitor your use of the online service and remove or disclose your information or materials in order to
- ensure your compliance with your volume license agreement including these product use rights;
 - satisfy any legal requirements or process; or
 - protect our rights or the rights of others.
- i) **Electronic Notices.** We may provide you with information about the online service in electronic form. It may be via email to the address you provide when you sign up for the service, through a web site that we identify, or via instant messaging. Notice via email or instant messaging is given as of the transmission date. As long as you use the online service, you have the software and hardware needed to receive these notices. You may not use the online service if you do not agree to receive these electronic notices.

- j) **Privacy.** See the online service’s privacy statement for information about how we may collect and use your information.

Online Service	Privacy Statement
Groove Enterprise Services	http://www.groove.net/index.cfm?pagename=PrivacySoftware
MapPoint Web Services	http://go.microsoft.com/fwlink/?LinkId=21971
Microsoft Learning Solutions	See the privacy statement links on the web pages.
MSN Encarta Premium and Academic	See the MSN privacy statement at http://privacy.msn.com .
Office Live Communications Server Public Instant Messaging Connectivity	https://www.livemeeting.com/LCSVL/pspublicim.html
Office Live Meeting	http://main.placeware.com/legal/privacy.cfm

B. Exceptions and Additional Terms for Particular Products.

For Antigen for Instant Messaging, Forefront Security for Exchange Server, Forefront Security for Exchange Server External Connector, Forefront Security for SharePoint, and Forefront Security for SharePoint for Internet sites:

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

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

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

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

For MapPoint Web Service:

Staging Environment. You may access and use the online service’s staging environment to develop, test and perform maintenance on your programs that use the online service. Your use of the staging environment may not exceed 30,000 billable transactions in any month. You may only stress test the online service with Microsoft’s prior written approval.

End User Terms of Use and Privacy Statement. In each program that uses the online service, you must provide a link to <http://go.microsoft.com/fwlink/?LinkId=21969> and <http://go.microsoft.com/fwlink/?LinkId=21970>, that is labeled “Microsoft Terms of Use and Privacy Statement.” The link must be displayed on the same page as the MapPoint content, or in the program’s end user terms of use.

Use of Maps. You may not

- copy or store any MapPoint content, other than geocodes;

- change any copyright notices;
- use the online service to calculate or recommend a route or ordering of destinations based on the location of more than one vehicle; or
- use the online service to provide real-time vehicle guidance.

For Microsoft Exchange Hosted Archive, Microsoft Exchange Hosted Continuity, Microsoft Exchange Hosted Encryption, and Microsoft Exchange Hosted Filtering:

License Terms Updates. Except as follows, during the current term of your applicable enrollment or Open License Value Agreement, the license terms in effect on the date on which you first acquire the online service apply to your use of the online service. We may update the scope of use terms any time. We will publish them in these product use rights or send you an email or instant message about the updates.

Use for Evaluation Purposes. Except for Microsoft Exchange Hosted Filtering, you must acquire User SLs and Service SLs as described above to use the online service for evaluation purposes, despite anything to the contrary in your volume license agreement. For Microsoft Exchange Hosted Filtering, you may use the online service for a 30-day evaluation period.

Online Service Suspension or Cancellation. Without limiting any of our other rights, we may suspend the online service or your use of it if:

- we believe that your use of the online service violates the scope of use terms;
- we believe that your use of the service represents a threat to our network function or integrity;
- you violate your volume license agreement, including these product use rights; or
- we are otherwise required by law to do so.

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

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

“Subscriber data” are your email (including contents, attachments, and header information of all email processed in providing the service to you, regardless of origination), instant messages, transcripts or other data files that are processed or accessed by the online service.

Handling of Subscriber Data. We will use the measures described in the document titled “Network Security Overview” at <https://admin.global.frontbridge.com/> to help secure your subscriber data processed or accessed by the online service. (Click on the Resource Center tab on the News page.) You agree that these measures are

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

For Microsoft Exchange Hosted Archive, and Microsoft Exchange Hosted Continuity:

Online Service Expiration or Termination. Ten business days after your applicable enrollment or Open License Value Agreement expires or your right to use the online service terminates, you must advise us using the olsrecon@microsoft.com alias of what you want us to do with your subscriber data. At your option, we will either

- a. destroy your subscriber data; or
- b. export and return your subscriber data to you.

If you choose (a), upon your request, we will certify destruction of your subscriber data. If you choose (b), you agree to pay us the related costs. If you do not advise us of what you want us to do with your subscriber data within the time specified above, we will continue to hold it for no less than 30 days and no more than 90 days. After that, unless you renew your right to use the online service, we will delete your subscriber data.

No Liability for Destruction of Subscriber Data. You agree that, other than as described above, we have no obligation to continue to hold, export or return your subscriber data. You agree that we have no liability whatsoever for destruction of your subscriber data pursuant to the foregoing terms.

For Microsoft Learning Solutions eLearning Library, Microsoft Learning Solutions eReference Library, Microsoft Learning Solutions eLearning Course Collection, Microsoft Learning Solutions MCP Services:

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

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

For Office Groove Enterprise Services:

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

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

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

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

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

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

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

For Office Live Communications Server Public Instant Messaging Connectivity:

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

Microsoft Office Live Communications Server 2005 ("LCS") Required. Users of the online service must be licensed to use LCS.

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

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

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

Term. Your right to access and use the online service expires upon the earlier of (1) the termination or expiration of your applicable enrollment, Open License Value Agreement or Open License Authorization Number, or (2) the third anniversary of the date on which you signed up for the online service.

Appendix 1 – Software Assurance Benefits

These benefits require Software Assurance coverage, and in some cases Software Assurance Membership. Please see the Product List for details and a complete list of Software Assurance benefits. Except as noted below, these benefits expire when your Software Assurance coverage ends.

1. **Corporate Error Reporting (CER).**
You may install and use any number of copies of the CER software for internal use.
2. **“Cold” Disaster Recovery Rights.**
For each instance of eligible server software you run in a physical or virtual operating system environment on a licensed server, you may temporarily run a backup instance in a physical or virtual operating system environment on a server dedicated to disaster recovery. The product use rights for the software and the following limitations apply to your use of software on a disaster recovery server.
 - The server must be turned off except for (i) limited software self-testing and patch management, or (ii) disaster recovery.
 - The server may not be in the same cluster as the production server.
 - You may run the backup and production instances at the same time only while recovering the production instance from a disaster.
 - Your right to run the backup instances ends when your Software Assurance coverage ends.
3. **Windows Pre-installation Environment.**
You may install any number of copies of the software on a single device for your internal use. You may not use the software as a general operating system, as a thin client, or as a remote desktop client.
4. **eLearning Training Kits.**
The Desktop Applications section of the product use rights provides your license terms for eLearning Training Kits.
5. **TechNet Plus Subscription Media.**
The Developer Tools section of the product use rights provides your license terms for TechNet Plus Subscription Media. Please see the Product List for additional TechNet Software Assurance benefits.
6. **Step-Up Licenses.**
A Step-Up License permits you to run a premium edition in place of the qualifying product. When your Step-Up License becomes perpetual, it permanently replaces your rights to the qualifying product.
7. **MSDN.**
The Developer Tools section of the product use rights provides your license terms for MSDN. Your rights to use any software licensed through MSDN become perpetual when your right to use Visual Studio becomes perpetual.
8. **Software Assurance Product Support Services.**
The way you use the software may not be supportable. It may also require you to buy more support services. Each of us may use information acquired in connection with support services as long as that use does not disclose the other’s confidential information. The license terms for the underlying product apply to your use of any fixes.
9. **Virtual PC Express.**
You may install and use one copy of the software on one device. You may access and use the software remotely from another device as described below.
 - **Primary user.** The single primary user of the device hosting the remote desktop session may access and use the software remotely from any other device. No other person may use the software under the same license at the same time, except to provide support services.
 - **Non-primary users.** Any user may access and use the software remotely from a separately licensed device.
 - **Remote assistance.** You may allow other devices to access the software to provide you with support services. You do not need additional licenses for this access.

10. Windows Fundamentals for Legacy PCs.

The Desktop Operating System section of the product use rights provides your license terms for Windows Fundamentals for Legacy PCs. However, you may use the software only to run the types of applications listed below.

- security

- management
- terminal emulation
- Remote Desktop and similar technologies
- web browser
- media player
- instant messaging client
- document viewers
- NET Framework and Java Virtual Machine

You may choose not to install the media player. If so, the sections of the Desktop Operating System section of the product use rights listed below do not apply to your use of the software.

- Windows Media Digital Rights Management
- Windows Media Player
- Notice About the MPEG-4 Visual Standard

You may use the software on a device other than the one on which it was first installed if you move the corresponding Software Assurance coverage to that other device.

11. **Windows Vista Enterprise and Ultimate.**

The Desktop Operating System section of the product use rights, as supplemented below, provides your license terms for the software. Your rights to use the software become perpetual when your right to use Vista Business Edition becomes perpetual.

For each license:

- a) You may install and use additional copies of the software within up to four virtual (or otherwise emulated) hardware systems on the licensed device. You may not use more than one copy per system.
- b) If you run all five permitted copies on the licensed device at the same time, one copy must be used solely to:
 - run the hardware virtualization software, and
 - manage and service the virtual (or otherwise emulated) hardware systems on that device.
- c) You may install and use a second copy of the software on the licensed device in place of one of the copies permitted for use within virtual (or otherwise emulated) hardware systems above.
- d) You may use any edition (Business, Enterprise or Ultimate) or a prior version of the software in place of the licensed version for any of the additional copies permitted above.
- e) You must use either
 - Vista Enterprise or Ultimate edition, or
 - third party software

to run the hardware virtualization software and to service the virtual (or otherwise emulated) hardware systems described above. You may not use any other edition of Windows software for this purpose. This applies despite any downgrade right you may have under your license agreement.

For Windows Vista Ultimate

Media Center Extender. You may have 5 Media Center Extender Sessions (or other software or devices which provide similar functionality for a similar purpose) running at the same time to display the software user interface or content on other displays or devices.

Electronic Programming Guide. If the software includes access to an electronic programming guide service that displays customized television listings, a separate service agreement applies to the service. If you do not agree to the terms of the service agreement, you may continue to use the software, but you will not be able to use the electronic programming guide service. The service may contain advertising content

and related data, which are received and stored by the software. The service is not available in all areas. Please consult the software information for instructions on accessing the service agreement.

Related Media Information. If you request related media information as part of your playback experience, the data provided to you may not be in your local language. Some countries or regions have laws and regulations which may restrict or limit your ability to access certain types of content.

Consent to Update Infrared Emitter/Receiver. The software may contain technology to ensure the proper functioning of the infrared emitter/receiver device that ships with certain Media Center-based products. By accepting these license terms, you agree that the software may update the firmware of this device.

Worldwide Use of the Media Center. Media Center is not designed for use in every country. For example, although the Media Center information may refer to certain features such as an electronic programming guide or provide information on how to configure a TV tuner, these features may not work in your area. Please refer to the Media Center information for a list of features that may not work in your area.

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

USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG 2 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C.

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

12. Windows Vista Network Use Right (remote boot).

Instead of installing the software on the licensed device, as permitted under the Desktop Operating System licensing model, you may install one copy on a storage device, such as a network server. You may use that copy to run the software over an internal network on any licensed device for which you have active Software Assurance coverage.

13. Microsoft Desktop Optimization Pack (DOP) for Software Assurance.

Active Windows Vista Business Software Assurance coverage provides you with eligibility to acquire licenses for DOP for Software Assurance. These licenses are an optional and separate purchase from Software Assurance. See the Product List for details. If you invoke this benefit, you have the rights below for each DOP for Software Assurance license you acquire.

a) Installation and use rights. The "licensed device" is the device to which you have assigned your corresponding qualifying license and Windows Vista Business Software Assurance coverage.

Licensed Device. You may install and use the software on the licensed device. Some functionality in the software is designed to manage software on the licensed device. You may use that functionality on other devices solely to manage software running on the licensed device.

b) Additional Licensing Requirements and/or Use Rights.

Remote Access. You may access and use the DOP for Software Assurance software running on the licensed device remotely from another device as described below.

- **Primary user.** The single primary user of that device may access and use the software remotely from any other device. No other person may use the software under the same license at the same time, except to provide support services.

- **Non-primary users.** Any user may access and use the software remotely from a separately licensed device.
 - **Remote assistance.** You may allow other devices to access the software to provide you with support services. You do not need additional licenses for this access.
- c) **Term of License.** You may not access or use the software after your corresponding Windows Software Assurance coverage expires.