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](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](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):

**Servers – Server/CAL**
- System Center Mobile Device Manager 2008
- System Center Mobile Device Manager 2008 with SQL Server 2005 Technology

**Developer Tools**
- Expression Blend 2
- Expression Design 2
- Expression Encoder 2
- Expression Media 2
- Expression Studio 2
- Expression Studio Professional Subscription
- Expression Web 2

**Server – Specialty Servers**
- Search Server 2008

**Online Services**
- Automated Service Agent Syndicated Content Office
- Automated Service Agent Syndicated Content Windows Vista

This update includes the following deletions:
- Expression Blend 1.0
- Expression Design 1.0
- Expression Media 1.0
- Expression Studio 1.0
- Expression Web 2
- Software License and Protection Online Service Basic, Standard and Enterprise
- VPC for Mac

Clarifications and other changes:

- **Desktop Operating Systems**
  We removed the restriction against use of protected content in a virtualized environment.

- **System Center Essentials 2007**
  We updated the additional software list.

- **OneCare/Windows Live OneCare**
  We updated the name of OneCare to Windows Live OneCare.
Microsoft Licensing Models

Overview

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

1) Desktop Applications – per device license

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

![Figure 1](image1.png)

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

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

![Figure 2](image2.png)

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

2) Desktop Operating Systems – per copy per device license

You must acquire a license for each device on or from which you access or use the software (locally and remotely). You may install only one copy on the device. You may install that copy on the host operating system or in a virtual (or otherwise emulated) hardware system. In Volume Licensing, the desktop operating system license is an “upgrade license.” You may only acquire upgrade licenses for devices for which you have already licensed a “qualifying operating system.” A list of “qualifying operating systems” that qualify for an upgrade license is contained in the Product List, which can be found at [http://www.microsoftvolumelicensing.com/userights/PL.aspx](http://www.microsoftvolumelicensing.com/userights/PL.aspx).
If you acquire “Software Assurance”, you have the right to use “Windows Vista Enterprise Edition” on the device instead of Windows Vista Business. This also permits you to run up to four additional copies or instances on the device.

**Figure 3**
A device licensed for Windows Vista Enterprise may have Vista Enterprise running in the physical operating system environment and a mix of Windows editions and versions running in four virtual operating system environments all on the same physical device.

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

4) **Online Services – User or device subscription license, services subscription license or add-on subscription license**
Online Services are subscription-based and provide access to software and services. Licensing under this model consists of one or more of the following:

- **User or Device Subscription License (USL or DSL)**
  For offerings that require these, USLs or DSLs are needed for each user or device that accesses the online service.

- **Services Subscription License (SSL)**
  For offerings that require these, this license applies to the entire organization’s use of the online service. User, Device SLs or Add-on SLs may be required as well depending on the service offering.

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

5) **Servers – Operating Systems – server license + CAL + optional external connector**
With most products, you must acquire a license for each instance of the server software you run on a server. You may run that instance in a physical or virtual operating system environment. By exception to the licensing model, some products provide broader use rights. For example, a Windows Server 2008 Enterprise license permits a running instance in up to 4 virtual operating system environments at a time on the licensed server. With some products, such as Windows Server 2008 Datacenter, you may run any number of instances at the same time as long as you license each physical processor on the licensed server.
Figure 4
The number of permitted instances for each Operating System license

<table>
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<tr>
<th>Operating System</th>
<th>Permitted instances in physical and virtual operating system environments on a single server</th>
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<tr>
<td>Windows Server 2008 Standard</td>
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<td>1* or 1</td>
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</tbody>
</table>

*If running the maximum allowed instances, the instance in the physical operating system environment may only be used to host the instances running in the virtual operating system environment.

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

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

- **User CAL**
  Licenses one user to use any device to access instances of the server software

CALs are version specific. They must be the same version or later than the server software being accessed. CALs permit access to servers licensed by the same entity. They do not permit access to another entity’s licensed servers.

Figure 5
CAL assignment based on User or Device

You may deploy network architectures that use hardware or software to reduce the number of devices or users that directly access the software on a server. This is referred to as multiplexing or pooling. However, this does not reduce the number of CALs required to access or use the server software. A CAL is required for each device or user that is connected to the multiplexing or pooling software or hardware front end.
**Figure 6**

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

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

6) **Servers - Management Servers – server license + management license**

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

Except as outlined in these product use rights, all Management Server products require management licenses for each device managed by the server software. There are two categories of management licenses: one for servers and one for non-servers.

A. **Licenses required for managed servers**

For each server operating system environment (OSE) on a device that you wish to manage, you will need a server management license (ML). If you have more than one OSE, you will need an equivalent number of MLs for that device. A single System Center Server Management Suite Enterprise license may be used to manage any number of OSEs on a server. Server MLs also permit management of non-server OSEs.

B. **Licenses required for non-servers**

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

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

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

The Core CAL and the Enterprise CAL Suite licenses also permit management of any number of non-server OSEs on a device under one license (per device).
Figure 7
Each OSE on a device requires a management license (ML) in order to be managed by a Management server product. In the case of Server OSEs, another option is to acquire a Server Management Suite Enterprise ML, which allows for management of any number of OSEs on a device. In the case of non-Server OSEs, other options are to license management by user, or to license via the Core CAL or ECAL suites.

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

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

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

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

- **User CAL**
  Licenses one user to use any device to access instances of the server software on licensed servers

CALs are version and functionality specific. They must be the same version or later than the server software being accessed.

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

Figure 8
An External Connector (EC) license is an alternative to CALs for each server that external users will access. External users are users who are not employees or onsite contractors. An EC license assigned to a server permits access by any number of external users, as long as that access is for the benefit of the licensee and not the external user. Each physical server that external users access requires only one EC license regardless of the number of instances running. The right to run instances of the server software is licensed separately; the EC, like the CAL, simply permits access. EC licenses, like CALs, are version and functionality specific. They must be the same version or later than the server software being accessed. The decision on whether to acquire CALs or an EC is primarily a financial one.

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

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

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

**Figure 9**
Per Processor – Physical Operating System Environment
9) **Servers - Specialty Servers – server license**

You must acquire a license for each instance of the server software you run on a server. You may run that instance in a physical or virtual operating system environment. By exception, some products provide more specific use rights.
Using Microsoft Licensing Product Use Rights

• Use the Table of Contents to locate the licensing model you want.

• 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.

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.
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### Microsoft Servers - Per Processor

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### Microsoft Servers - Management Servers

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| 2. | Automated Service Agent |
| 3. | Automated Service Agent Syndicated Content Office |
| 4. | Automated Service Agent Syndicated Content Windows Vista |
| 5. | Forefront Client Security |
| 6. | Forefront Client Security with SQL Server 2005 Technology |
| 7. | Forefront Security for Exchange Server |
| 8. | Forefront Security for Exchange Server External Connector |
| 9. | Forefront Security for SharePoint |
| 10. | Forefront Security for SharePoint for Internet sites |
| 11. | Forefront Server Security Management Console |
| 12. | Microsoft Exchange Hosted Archive |
| 13. | Microsoft Exchange Hosted Continuity |
| 14. | Microsoft Exchange Hosted Encryption |
| 15. | Microsoft Exchange Hosted Filtering |
| 16. | Microsoft Learning Solutions eLearning Library |
| 17. | Microsoft Learning Solutions eReference Library |
| 18. | Microsoft Learning Solutions Technical eLearning Course Collection |
| 19. | Microsoft Learning Solutions MCP Exam Voucher Services |
| 20. | MSN Encarta Premium and Academic |
| 21. | Office Groove Enterprise Services |
| 22. | Office Live Communications Server Public Instant Messaging Connectivity |
| 23. | Office Live Meeting Standard and Professional |
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**Appendix I: Software Assurance**

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| 11. | Windows Vista Network Boot Right (remote boot) |
| 13. | Microsoft Desktop Optimization Pack for Software Assurance |
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. Rights to use other versions. License terms for certain products permit use of one or more copies or instances at a time. For any of these products, for any permitted copy or instance, you may create, store and run in place of the version licensed, a copy or instance of a

- prior version
- different permitted language version
- different available platform version (for example, 32 bit or 64 bit)

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
• System Center Essentials 2007 and System Center Essentials 2007 with SQL Server 2005 Technology
• Visual Studio 2008 and Visual Studio Team System 2008 (all products)
• BizTalk Server

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, Systems Center Operations Manager, SharePoint Portal Server, System Center Data Protection Manager, System Center Essentials, Systems Management Server, Virtual Server, Windows Server, Microsoft Services for Netware, Windows Services for UNIX, Windows Small Business Server. It, however, does apply to SQL Technology, in any, licensed with these products.

ii. Microsoft .NET Framework. The software may include one or more components of the .NET Framework (.NET Components). If so, you may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at http://go.microsoft.com/fwlink/?LinkID=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at http://go.microsoft.com/fwlink/?LinkID=66406.

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 operating system environments, devices or users the product directly manages,

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

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.

- **Additional license terms for Windows Services for UNIX.**
  o **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
  o **Microsoft Merge Modules.** Copy and distribute the unmodified output of Microsoft Merge Modules;
  o **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;
  o **MDAC.** Copy and distribute the object code form of the MDAC_TYP.EXE file; and
  o **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:
    o the code be disclosed or distributed in source code form, or
    o 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 Enterprise and Ultimate editions of Windows Vista.

A. **Instance.** You create an “instance” of software by executing the software’s setup or install procedure. You also create an instance of software by duplicating an existing instance. References to software include “instances” of the software.

B. **Run an Instance.** You “run an instance” of software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.

C. **Operating System Environment.** An “operating system environment” is
i. all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and

ii. instances of applications, if any, configured to run on the operating system instance or parts identified above.

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

i. one physical operating system environment

ii. one or more virtual operating system environments

D. Server. A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.

E. Assigning a License. To assign a license means simply to designate that license to one device or user.

F. No Separation of Software. You may not separate the software for use in more than one operating system environment under a single license, unless expressly permitted. This applies even if the operating system environments are on the same physical hardware system.

G. Physical and Virtual Processors. A physical processor is a processor in a physical hardware system. Physical operating system environments use physical processors. A virtual processor is a processor in a virtual (or otherwise emulated) hardware system. Virtual operating system environments use virtual processors. A virtual processor is considered to have the same number of threads and cores as each physical processor on the underlying physical hardware system.
### 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*
3. Encarta Premium 2008*
4. MapPoint 2006 Fleet Edition*
5. MapPoint 2006 Standard Edition*
6. Microsoft Entourage 2008 for Mac
7. Microsoft ESP*
8. Microsoft Excel 2008 for Mac*
9. Microsoft Math 3.0
10. Microsoft Office Mac 2008*
11. Microsoft PowerPoint 2008 for Mac*
12. Microsoft Student with Encarta Premium 2008*
13. Microsoft Word 2008 for Mac*
15. Office Access 2007*
16. Office Accounting Professional 2008*
17. Office Communicator 2007*
18. Office Enterprise Edition 2007*
19. Office Excel 2007*
20. Office Groove 2007*
21. Office InfoPath 2007*
22. Office InterConnect 2007
23. Office Multi Language Pack 2007
24. Office OneNote 2007*
25. Office Outlook 2007*
26. Office Outlook 2007 with Business Contact Manager*
27. Office PowerPoint 2007*
29. Office Project 2007 Professional and Standard Editions
30. Office Publisher
31. Office SharePoint Designer 2007*
32. Office Small Business Edition 2007*
33. Office Standard Edition 2007*
34. Office Visio 2007 Professional and Standard Editions
35. Office Word 2007*
36. ProClarity Desktop Professional 6.3
37. Streets and Trips 2008*
38. Works 9.0*

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

1) **Installation and Use Rights.**

   a) **Licensed Device.** Before you use the software under a license, you must assign that license to one device (physical hardware system). That device is the "licensed device." A hardware partition or blade is considered to be a separate device.

   - You may install and use any number of copies of the software and of any prior version of the software on the licensed device.
   - Except as described in the Remote Access section below, only one user may use the copies on the licensed device at a time.
   - You may reassign a license, but not on a short-term basis (i.e., not within 90 days of the last assignment). If you reassign a license, the device to which you reassign the license becomes the new licensed device for that license.

   b) **Portable Device.** You may install a copy on a portable device for use by the single primary user of the licensed device.
c) **Network Device.** You may also install additional copies on a network device. You may only use those copies as described in the Remote Access section below.

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

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

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

- **Non-primary users.** Any user may access and use the software remotely from a separately licensed device.

- **Remote assistance.** You may allow other devices to access the software to provide you with support services. You do not need additional licenses for this access.

b) **Media Elements and Templates.** 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 [http://www.microsoft.com/permission](http://www.microsoft.com/permission) to learn whether that use is allowed.

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

For Encarta Premium 2008 and Microsoft Student with Encarta Premium 2008:

**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 MapPoint 2006 Fleet and Standard Editions, Streets & Trips 2008 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 Microsoft ESP

You may copy, use, and present images and motion picture recordings of your applications run within the software. You may use those images and recordings for no other purpose. The New Zealand government requires additional terms. See http://www.microsoft.com/ESP/About/Legal/ for "Disclaimers, Notices and Cautionary Notes.

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://www.microsoft.com/money/internet_essentials.mspx. 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 http://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 http://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 cannot 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.


**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 9.0:**

**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*
- DVD Playback Pack for Windows Vista*

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

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

1) **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.

2) **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 or to activate using Key Management Services or similar technology.

f) Use with Virtualization Technologies. Instead of using the software directly on the licensed device, you may install and use a copy within a virtual (or otherwise emulated) hardware system on the licensed device. If you do, the security of protected content may be adversely affected. (Protected content is content that is protected by digital rights management technology, BitLocker or any full volume disk drive encryption technology.) You are responsible for complying with all domestic and international laws that apply to protected content you play or access.

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 http://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 http://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 http://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 http://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; http://www.mpegla.com.

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

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

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

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

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

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

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

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.

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://www.microsoft.com/genuine/downloads/faq.aspx.

B. Exceptions and Additional Terms for Particular Products.

For DVD Playback Pack for Windows Vista:

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

For Windows 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://www.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://www.microsoft.com/about/legal/useterms/default.aspx.

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. Datacenter Edition is licensed by processor and other editions are currently licensed by server.

1. Windows Server 2008 Standard, Enterprise and Datacenter*
2. Windows Server 2008 Standard without Hyper-V, Enterprise without Hyper-V and Datacenter without Hyper-V*
3. Windows Server 2008 for Itanium Based Systems*

A. General License Terms. You have the rights below for each software license you acquire or each server you properly license. Windows Server 2008 Datacenter, Datacenter without Hyper-V and Windows Server 2008 for Itanium Based Systems are licensed by processor and other editions are currently licensed by server.

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

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

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

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

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

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

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

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

   • After you determine the number of software licenses you need for a server, you must assign that number of software licenses to that server. That server is the licensed server for all of those licenses. You may not assign the same license to more than one server. A hardware partition or blade is considered to be a separate server.

   • You may reassign a software license, but not on a short-term basis (i.e., not within 90 days of the last assignment). You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.
### iii) Running Instances of the Server Software.
- For each server to which you have assigned the required number of software licenses, you may run on the licensed server, at any one time:
  1. one instance of the server software in the physical operating system environment, and
  2. any number of instances of the server software in virtual operating system environments (only one instance per virtual operating system environment).
- However, the total number of physical processors used by those operating system environments cannot exceed the number of software licenses assigned to that server.
- The software or your hardware may limit the number of instances of the server software that can run in physical or virtual operating system environments on the server.

### iv) Server Repartitioning.
You may reassign licenses sooner than permitted above, when you:
- reallocate processors from one licensed hardware partition to another
- create two or more partitions from one licensed hardware partition
- create one partition from two or more licensed hardware partitions as long as (i) prior to repartitioning, each hardware partition is fully licensed, and (ii) the total number of licenses and processors remains the same.

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

<table>
<thead>
<tr>
<th>Product</th>
<th>List of Additional Software</th>
</tr>
</thead>
<tbody>
<tr>
<td>Windows Server 2003 for Small Business Server</td>
<td>• AD Migration Tool</td>
</tr>
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<td></td>
<td>• FRS monitoring tools</td>
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<tr>
<td></td>
<td>• GPMC</td>
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<tr>
<td></td>
<td>• Server Administration Tools in adminpak.msi</td>
</tr>
<tr>
<td></td>
<td>• Shadow Copy Client</td>
</tr>
<tr>
<td>Windows Server 2008 Standard, Enterprise and Datacenter</td>
<td>• AD Migration Tool</td>
</tr>
<tr>
<td>Windows Server 2008 Standard without Hyper-V,</td>
<td>• FRS monitoring tools</td>
</tr>
<tr>
<td>Enterprise without Hyper-V and Datacenter without</td>
<td>• Remote Desktop Connection Client</td>
</tr>
<tr>
<td>Hyper-V</td>
<td>• RSAT Client</td>
</tr>
<tr>
<td>Windows Server 2008 for Itanium Based Systems</td>
<td>• Server Administration Tools</td>
</tr>
<tr>
<td></td>
<td>• Remote Desktop Connection</td>
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<td></td>
<td>• Office Outlook 2003</td>
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<tr>
<td></td>
<td>• Entourage for Mac 2004</td>
</tr>
<tr>
<td></td>
<td>• SQL Business Intelligence Development Studio</td>
</tr>
<tr>
<td></td>
<td>• SQL Server 2005 Books Online</td>
</tr>
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<td></td>
<td>• SQL Connectivity Components</td>
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<td>• SQL Legacy Components</td>
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<td>• SQL Management Tools</td>
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<td>• SQL Reporting Services Report Manager</td>
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<td></td>
<td>• SQL Reporting Services Shared Tools</td>
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<tr>
<td></td>
<td>• SQL Server 2005 Shared Tools</td>
</tr>
<tr>
<td>Windows Small Business Server 2003 R2 Standard</td>
<td>• SQL Software Development Kit</td>
</tr>
<tr>
<td>and Premium Editions</td>
<td>• SQLXML Client Features</td>
</tr>
</tbody>
</table>
11) **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).

111) **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. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.

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

<table>
<thead>
<tr>
<th>Product or Functionality</th>
<th>List of CALs</th>
</tr>
</thead>
<tbody>
<tr>
<td>SoftGrid 4.x for Terminal Services</td>
<td>SoftGrid 4.x CAL for Terminal Services</td>
</tr>
<tr>
<td>Windows Server 2008 Rights Management Services</td>
<td>Windows Server 2008 Rights Management Services CAL, or Enterprise CAL Suite (with active Software Assurance coverage on February 1, 2008 or later)</td>
</tr>
<tr>
<td>Windows Server 2008 Standard, Enterprise and Datacenter</td>
<td>BackOffice CAL (with active Software Assurance coverage on February 1, 2008, or later), or Core CAL Suite (with active Software Assurance coverage on February 1, 2008, or later), or Windows Server 2008 CAL, or Through May 31, 2009, Windows Small Business</td>
</tr>
</tbody>
</table>
a) **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.

b) **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.

c) **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. External users might access your instances of the server software only through the Internet without being authenticated or otherwise individually identified by the server software or through any other means. You do not need a license to permit access by those users.

- The appropriate external connector license for each product is listed in the table below.
- External connector licenses permit access to your instances of earlier versions, but not later versions, of the server software, unless stated in the table below. If you are accessing instances of an earlier version, you may also use an external connector license corresponding to that version.
- If you choose to license access under this license type, note that all server software access requires base licenses, and some server software functionality also require additive licenses. Both types are listed in the table below. You need both the product’s base and additive external connector license to access functionality listed by name below.

<table>
<thead>
<tr>
<th><strong>Product or Functionality</strong></th>
<th><strong>List of External Connector Licenses</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>SoftGrid 4.x for Terminal Services</td>
<td>• SoftGrid 4.x External Connector for Terminal Services</td>
</tr>
<tr>
<td>Windows Server 2003 for Small Business Server</td>
<td>• None Available</td>
</tr>
<tr>
<td>Windows Server 2008 Rights Management Services</td>
<td>• Windows Server 2008 Rights Management Services External Connector</td>
</tr>
<tr>
<td>Windows Server 2008 Standard, Enterprise and Datacenter</td>
<td>• Windows Server 2008 External Connector</td>
</tr>
<tr>
<td>Windows Server 2008 for Itanium Based</td>
<td>• Windows Server 2008 External Connector</td>
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</tbody>
</table>
### List of External Connector Licenses

<table>
<thead>
<tr>
<th>Product or Functionality</th>
<th>List of External Connector Licenses</th>
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</thead>
<tbody>
<tr>
<td>Systems</td>
<td></td>
</tr>
<tr>
<td>Windows Server 2008 Standard without Hyper-V,</td>
<td>• Windows Server 2008 Terminal Services External Connector</td>
</tr>
<tr>
<td>Enterprise without Hyper-V, and Datacenter without</td>
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<tr>
<td>Hyper-V</td>
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<tr>
<td>Windows Server 2008 Terminal Services</td>
<td></td>
</tr>
<tr>
<td>Windows Small Business Server 2003 R2 Standard and</td>
<td>• None Available</td>
</tr>
<tr>
<td>Premium Editions</td>
<td></td>
</tr>
</tbody>
</table>

**d) 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.

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

**f) 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.

### IV) Internet-Based Services Notices.

**a) Consent for Internet-based Services.** The software features described below and in the Windows Server Privacy Highlights 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, go to [http://go.microsoft.com/fwlink/?linkid=34493](http://go.microsoft.com/fwlink/?linkid=34493). By using these features, you consent to the transmission of this information. Microsoft does not use it to identify or contact you.

**Computer Information.** 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.

- **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://www.go.microsoft.com/fwlink/?linkid=44073](http://www.go.microsoft.com/fwlink/?linkid=44073).

- **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](http://www.microsoft.com/WINDOWS/RM/PRIVACY). You may choose not to use this.

The additional software features below apply only to Windows Server 2008 (all editions).

- **Malicious Software Removal/Clean On Upgrade.** Before installation of the software, the software will check and remove certain malicious software listed at [http://www.support.microsoft.com/?kbid=890830](http://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 [http://www.support.microsoft.com/?kbid=890830](http://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. This technology is a format for data compression of video information. MPEG LA, L.L.C. requires this notice:
USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C.

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

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

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

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

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

VII) 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.

B. Exceptions and Additional Terms for Particular Products.

For Windows Server 2008 Datacenter Edition and Windows Server 2008 Datacenter without Hyper-V:

Running Instances of the Server Software.
You may run on the licensed server an instance of Standard or Enterprise in place of Datacenter and Datacenter without Hyper-V in any of the operating system environments.

For Windows Server 2008 Standard and Windows Server 2008 Standard without Hyper-V:

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

- You may run on the licensed server, at any one time:
  - one instance of the server software in one physical operating system environment, and
  - one instance of the server software in one virtual operating system environment.
- If you run an instance in the virtual operating system environment, the instance of the server software running in the physical operating system environment may be used only to:
  - run hardware virtualization software
  - provide hardware virtualization services
  - run software to manage and service operating system environments on the licensed server.
For Windows Server 2008 Enterprise and Windows Server 2008 Enterprise without Hyper-V:

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

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

For Windows Server 2008 Standard and Enterprise and Windows Server 2008 Standard and Enterprise without Hyper-V:

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

For Windows Server 2008 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 2008 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 2008 Terminal Services functionality or other technology).

For Windows Server 2008 (all editions):

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

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

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

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

   i. prevent further activations
ii. deactivate

iii. otherwise block the key from activation or validation.

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

11) 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](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](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.

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](http://go.microsoft.com/fwlink/?linkid=69502).

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.

2. Connected Services Framework Server 3.0
3. Customer Care Framework 2008
4. Duet for Microsoft Office and SAP*
5. Dynamics CRM 4.0 Professional and Enterprise Servers
7. Identity Lifecycle Manager (ILM) 2007*
8. Office Forms Server 2007
9. Office Communications Server 2007 Standard and Enterprise Editions*
10. Office PerformancePoint Server 2007
11. Office Project Portfolio Server 2007
12. Office Project Server 2007
14. SQL Server 2005 (licensed in Server-per CAL mode) Workgroup, Standard and Enterprise Editions*
15. System Center Mobile Device Manager 2008*
16. System Center Mobile Device Manager 2008 with SQL Server 2005 Technology*
17. Visual Studio Team System 2008 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.

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

<table>
<thead>
<tr>
<th>Product</th>
<th>List of Additional Software</th>
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</table>
• Enterprise SSO Functionality |
<table>
<thead>
<tr>
<th>Product</th>
<th>List of Additional Software</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Care Framework 2008</td>
<td>• Customer Self-Service Web Portal</td>
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<td></td>
<td>• Hosted Application Toolkit</td>
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<td>• Agent Portal</td>
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<td>• Integrated Agent Desktop</td>
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<td></td>
<td>• Multi-Channel Web Services (email, web chat, speech and Computer Telephony Integration)</td>
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<td></td>
<td>• Enterprise Single-Sign On</td>
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<tr>
<td>Duet for Microsoft Office and SAP</td>
<td>• Components for Microsoft Office</td>
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<td></td>
<td>• Components for mySAP ERP</td>
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<tr>
<td>Exchange Server 2007 Standard and Enterprise Editions</td>
<td>• Exchange Management Tools</td>
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<td>Dynamics CRM 4.0 Professional and Enterprise Servers</td>
<td>• Microsoft Dynamics CRM 4.0 for Microsoft Office Outlook</td>
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<td></td>
<td>• Microsoft Dynamics CRM 4.0 Connector for Microsoft SQL Server Reporting Services</td>
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<td>• Microsoft Dynamics CRM 4.0 E-mail Router</td>
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<td>• Microsoft Dynamics CRM 4.0 Data Migration Manager</td>
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<td>• Microsoft Dynamics CRM 4.0 Language Packs</td>
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<tr>
<td>ILM 2007</td>
<td>• PCNS (Password Change Notification Service)</td>
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<tr>
<td></td>
<td>• Certificate Lifecycle Manager Client</td>
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<td>• Bulk Smart Card Issuance Tool</td>
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<tr>
<td>Office Forms Server 2007</td>
<td>• None</td>
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<tr>
<td>Office Communications Server 2007 Standard and Enterprise Editions</td>
<td>• Administration Tools</td>
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<td></td>
<td>• Archiving Service</td>
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<td></td>
<td>• Office Live Meeting client</td>
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<td>• Office Communications Server 2007 deployed in Mediation Server role</td>
</tr>
<tr>
<td></td>
<td>• Office Communications Server 2007 Software Update Service</td>
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<tr>
<td></td>
<td>• Office Communications Server 2007 Web Components</td>
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<tr>
<td></td>
<td>• Conferencing Add-in for Microsoft Office Outlook</td>
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<td></td>
<td>• Office Communicator Web Access</td>
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<td></td>
<td>• Office Communicator Mobile</td>
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<tr>
<td></td>
<td>• Software Development Kit</td>
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<tr>
<td></td>
<td>• Office Communications Server 2007 Quality of Experience Monitoring Server</td>
</tr>
<tr>
<td>Office PerformancePoint Server 2007</td>
<td>• PerformancePoint Add-in for Microsoft Excel</td>
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<td></td>
<td>• Planning Business Modeler</td>
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<td>• Planning Server Samples</td>
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<td></td>
<td>• Monitoring Server Samples</td>
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<tr>
<td></td>
<td>• ProClarity Web Professional</td>
</tr>
<tr>
<td>Product</td>
<td>List of Additional Software</td>
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<tr>
<td>------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Office Project Portfolio Server 2007</td>
<td>• ProClarity KPI Designer&lt;br&gt;• ProClarity Selector</td>
</tr>
<tr>
<td>Office Project Server 2007</td>
<td>• SDK</td>
</tr>
<tr>
<td>Office SharePoint Server 2007</td>
<td>• Software Development Kit</td>
</tr>
<tr>
<td>SQL Server 2005 Standard and Enterprise Editions</td>
<td>• Analysis Services Shared Tools&lt;br&gt;• Business Intelligence Development Studio&lt;br&gt;• Connectivity Components&lt;br&gt;• Legacy Components&lt;br&gt;• Management Tools&lt;br&gt;• Notification Services Client Components&lt;br&gt;• Reporting Services Report Manager&lt;br&gt;• Reporting Services Shared Tools&lt;br&gt;• SQL Server 2005 Shared Tools&lt;br&gt;• Software Development Kit&lt;br&gt;• SQLXML Client Features&lt;br&gt;• SQL Server 2005 Books Online&lt;br&gt;• SQL Server Mobile Server Tools</td>
</tr>
<tr>
<td>SQL Server 2005 Workgroup Edition</td>
<td>• Business Intelligence Development Studio&lt;br&gt;• Connectivity Components&lt;br&gt;• Legacy Components&lt;br&gt;• Management Tools&lt;br&gt;• Reporting Services Report Manager&lt;br&gt;• Reporting Services Shared Tools&lt;br&gt;• Software Development Kit&lt;br&gt;• SQL Server 2005 Shared Tools&lt;br&gt;• SQL Server 2005 Books Online&lt;br&gt;• SQL Server Mobile Server Tools&lt;br&gt;• SQLXML Client Features</td>
</tr>
<tr>
<td>Visual Studio Team System 2008 Team Foundation Server with SQL Server 2005 Technology</td>
<td>• Team Explorer&lt;br&gt;• Team Foundation Build&lt;br&gt;• Team Foundation Server Sharepoint Extensions</td>
</tr>
</tbody>
</table>

**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. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.

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

<table>
<thead>
<tr>
<th>Product or Functionality</th>
<th>List of CALs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Connected Services Framework Server 3.0 Standard Edition</td>
<td>• Connected Services Framework Server 3.0 CAL</td>
</tr>
<tr>
<td>Connected Services Framework Server 3.0</td>
<td></td>
</tr>
<tr>
<td>Customer Care Framework 2008</td>
<td>• Customer Care Framework 2008 CAL</td>
</tr>
<tr>
<td>Duet for Microsoft Office and SAP</td>
<td>• Duet for Microsoft Office and SAP CAL</td>
</tr>
<tr>
<td>Dynamics CRM 4.0 Professional and Enterprise Servers</td>
<td>• Dynamics CRM 4.0 Limited CAL</td>
</tr>
<tr>
<td>Dynamics CRM 4.0 Professional and Enterprise Servers Functionality Needed to Write and Change Data</td>
<td>• Dynamics CRM 4.0 Full Use Additive CAL</td>
</tr>
<tr>
<td>Exchange Server 2007 Standard and Enterprise Editions</td>
<td>• BackOffice CAL (with active Software Assurance coverage on October 1, 2006, or later), or</td>
</tr>
<tr>
<td></td>
<td>• Core CAL Suite (with active Software Assurance coverage on October 1, 2006, or later), or</td>
</tr>
<tr>
<td></td>
<td>• Exchange Server 2007 Standard CAL, or</td>
</tr>
<tr>
<td></td>
<td>• Enterprise CAL Suite (with active Software Assurance coverage on October 1, 2006 or later)</td>
</tr>
<tr>
<td>Exchange Server 2007 Unified Messaging and Compliance Functionality</td>
<td>• Exchange Server 2007 Enterprise CAL, or</td>
</tr>
<tr>
<td></td>
<td>• Enterprise CAL Suite (with active Software Assurance coverage on October 1, 2006 or later)</td>
</tr>
<tr>
<td>ILM 2007</td>
<td>• ILM 2007 CAL</td>
</tr>
<tr>
<td>Office Forms Server 2007</td>
<td>• Office Forms Server 2007 CAL</td>
</tr>
<tr>
<td>Product or Functionality</td>
<td>List of CALs</td>
</tr>
<tr>
<td>--------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Office Communications Server 2007 Standard and Enterprise</td>
<td>• Office Communications Server 2007 Standard CAL, or</td>
</tr>
<tr>
<td>and Enterprise Editions</td>
<td>• Enterprise CAL Suite (with active Software Assurance coverage on September 1, 2007 or later)</td>
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<tr>
<td></td>
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</tr>
<tr>
<td>Office Communications Server 2007 Standard and Enterprise</td>
<td>• Office Communications Server 2007 Enterprise CAL, or</td>
</tr>
<tr>
<td>and Enterprise Editions Call Management and Web</td>
<td>• Enterprise CAL Suite (with active Software Assurance coverage on September 1, 2007 or later)</td>
</tr>
<tr>
<td>Conferencing Functionality</td>
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<td></td>
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<tr>
<td>Office PerformancePoint Server 2007</td>
<td>• Office PerformancePoint Server 2007 CAL</td>
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<tr>
<td>Office Project Portfolio Server 2007</td>
<td>• Office Project Portfolio Server 2007 CAL</td>
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<tr>
<td>Office Project Server 2007</td>
<td>• Office Project Server 2007 CAL</td>
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<tr>
<td>Office SharePoint Server 2007</td>
<td>• Core CAL Suite (with active Software Assurance coverage on October 1, 2006, or later), or</td>
</tr>
<tr>
<td></td>
<td>• Office SharePoint Server 2007 Standard CAL, or</td>
</tr>
<tr>
<td></td>
<td>• Enterprise CAL Suite (with active Software Assurance coverage on October 1, 2006 or later)</td>
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<td></td>
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<tr>
<td>Office SharePoint Server 2007 E-forms, spreadsheet publishing</td>
<td>• Office SharePoint Server 2007 Enterprise CAL, or</td>
</tr>
<tr>
<td>and data integration functionality</td>
<td>• Enterprise CAL Suite (with active Software Assurance coverage on October 1, 2006 or later)</td>
</tr>
<tr>
<td></td>
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</tr>
<tr>
<td>SQL Server 2005 Standard and Enterprise Editions</td>
<td>• SQL Server 2005 CAL</td>
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</tr>
<tr>
<td>SQL Server 2005 Workgroup Edition</td>
<td>• SQL Server 2005 CAL, or</td>
</tr>
<tr>
<td></td>
<td>• SQL Server 2005 Workgroup CAL, or</td>
</tr>
<tr>
<td></td>
<td>• Windows Small Business Server 2003 CAL (for any user or device that is accessing instances of the server software that are within an SBS 2003 R2 domain)</td>
</tr>
<tr>
<td></td>
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</tr>
<tr>
<td>System Center Mobile Device Manager 2008 and System Center</td>
<td>• System Center Mobile Device Manager 2008 CAL</td>
</tr>
<tr>
<td>Mobile Device Manager 2008 with SQL Server 2005 Technology</td>
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<td></td>
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</tr>
<tr>
<td>Visual Studio Team System 2008 Team Foundation Server with</td>
<td>• Visual Studio Team System 2008 Team Foundation Server CAL</td>
</tr>
<tr>
<td>SQL Server 2005 Technology</td>
<td></td>
</tr>
</tbody>
</table>

**b) Types of CALs.** There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.

**c) Reassignment of CALs.** You may:
• permanently reassign your device CAL from one device to another, or your user CAL from one user to another, or
• temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.

**d) External Connector Licenses.** You must assign each external connector license you acquire to a server licensed to run one or more instances of the server software. A hardware partition or blade is considered to be a separate server. Each external connector license assigned to a server permits any number of external users to access instances of the server software on that server. You do not need CALs for those users. "External users" means users that are not either (i) your or your affiliates’ employees, or (ii) your or your affiliates’ onsite contractors or agents.

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

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

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

<table>
<thead>
<tr>
<th>Product or Functionality</th>
<th>List of External Connector Licenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Connected Services Framework 3.0 Standard Edition</td>
<td>• Connected Services Framework 3.0 External Connector</td>
</tr>
<tr>
<td>Connected Services Framework 3.0</td>
<td></td>
</tr>
<tr>
<td>Customer Care Framework 2008</td>
<td>• Customer Care Framework 2008 External Connector</td>
</tr>
<tr>
<td>Duet for Microsoft Office and SAP</td>
<td>• None Available</td>
</tr>
<tr>
<td>Dynamics CRM 4.0 Professional and Enterprise Servers</td>
<td>• Dynamics CRM 4.0 Limited External Connector</td>
</tr>
<tr>
<td>Dynamics CRM 4.0 Professional and Enterprise Servers Functionality Needed to Write and Change Data</td>
<td>• Dynamics CRM 4.0 Full Use Additive External Connector</td>
</tr>
<tr>
<td>Exchange Server 2007 Unified Messaging and Compliance Functionality</td>
<td>• None Available</td>
</tr>
<tr>
<td>ILM 2007</td>
<td>• ILM 2007 External Connector</td>
</tr>
<tr>
<td>Office Forms Server 2007</td>
<td>• None Available</td>
</tr>
<tr>
<td>Office Communications Server 2007 Standard and Enterprise editions</td>
<td>• Office Live Communications Server 2007 Standard External Connector</td>
</tr>
<tr>
<td>Office PerformancePoint Server 2007</td>
<td>• Office PerformancePoint Server 2007 External Connector</td>
</tr>
</tbody>
</table>
### List of External Connector Licenses

<table>
<thead>
<tr>
<th>Product or Functionality</th>
<th>List of External Connector Licenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Project Portfolio Server 2007</td>
<td>• Office Project Portfolio Server 2007 External Connector</td>
</tr>
<tr>
<td>Office Project Server 2007</td>
<td>• Office Project Server 2007 External Connector</td>
</tr>
<tr>
<td>Office SharePoint Server 2007</td>
<td>• None Available</td>
</tr>
<tr>
<td>SQL Server 2005 Workgroup, Standard and Enterprise Editions</td>
<td>• None Available</td>
</tr>
<tr>
<td>System Center Mobile Device Manager 2008 and System Center Mobile Device Manager 2008</td>
<td>• None Available</td>
</tr>
<tr>
<td>with SQL Server 2005 Technology</td>
<td></td>
</tr>
<tr>
<td>Visual Studio Team System 2008 Team Foundation Server with SQL Server 2005 Technology</td>
<td>• Visual Studio Team System 2008 Team Foundation Server External Connector</td>
</tr>
</tbody>
</table>

**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.

### C. 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 Communications Server 2007 Standard and Enterprise Editions:**

You do not need CALs for unauthenticated access to your instances of the server software. Authenticated (direct or indirect) access requires CALs.

**For SQL Server 2005 Workgroup and Standard Editions:**

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

**For SQL Server 2005 Enterprise Edition:**
Running Instances of the Server Software. You have the following right for each server to which you assign a software license. You may run, at any one time, any number of instances of the server software in one physical and any number of virtual operating system environments on that server.

For SQL Server 2005 Workgroup, Standard and Enterprise Editions:

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 System Center Mobile Device Manager 2008 and System Center Mobile Device Manager 2008 with SQL Server 2005 Technology

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. You may switch off this feature or not use it. For more information about this feature, see oca.microsoft.com/en/dcp20.asp. By using this feature, you consent to the transmission of this information. Microsoft does not use the information to identify or contact you.

Error Reports. This software automatically sends error reports to Microsoft that describe which software components had errors. No files or memory dumps will be sent unless you choose to send them. From time-to-time, we will also download a small file to your computer that permits us to collect information about specific errors you have while using the software. For more information about Error Reports, see oca.microsoft.com/en/dcp20.asp.

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

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

For Visual Studio Team System 2008 Team Foundation Server with SQL Server 2005 Technology

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

<table>
<thead>
<tr>
<th>Product</th>
<th>Editions</th>
</tr>
</thead>
<tbody>
<tr>
<td>BizTalk Adapter Pack 1.0</td>
<td></td>
</tr>
<tr>
<td>BizTalk Server 2006 R2 Branch, Standard and Enterprise Editions*</td>
<td></td>
</tr>
<tr>
<td>Commerce Server 2007 Standard and Enterprise Editions</td>
<td></td>
</tr>
<tr>
<td>Internet Security and Acceleration Server 2006 Standard and Enterprise Editions</td>
<td></td>
</tr>
<tr>
<td>SQL Server 2005 (licensed in Per Processor mode) Workgroup, Standard and Enterprise Editions*</td>
<td></td>
</tr>
<tr>
<td>Visual Studio Team System 2008 Test Load Agent</td>
<td></td>
</tr>
</tbody>
</table>

### 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 those instances only with the server software. Use of any instance with the server software may be indirect, through other additional software, or direct.
<table>
<thead>
<tr>
<th>Product</th>
<th>List of Additional Software</th>
</tr>
</thead>
<tbody>
<tr>
<td>BizTalk Adapter Pack 1.0</td>
<td>• None</td>
</tr>
</tbody>
</table>
| BizTalk Server 2006 R2 Branch, Standard and Enterprise Editions | • Administration and Monitoring Tools  
• BizTalk Server Related Schemas and Templates  
• Business Activity Services  
• Development Tools  
• Master Secret Server/Enterprise Single Sign-On  
• Software Development Kit(s)  
• MQHelper.dll  
• Business Activity Monitoring ("BAM") Event APIs and Interceptors & Administration Tools  
• BAM Alert Provided for SQL Notification Services  
• BAM Client  
• Windows SharePoint Services Adapter Web Service  
• Windows Communication Foundation Adapters  
• SOAP Receive Adapter  
• HTTP Receive Adapter  
• ADOMD.NET  
• MSXML  
• SQLXML  
• Business Rules Component  
• MQSeries Agent  
• Adapters  
• Schema Editor  
• Business User Interfaces |
| Commerce Server 2007 Standard and Enterprise Editions | |
| Internet Security and Acceleration Server 2006 Enterprise Edition | • Configuration Storage Server  
• ISA Server Management  
• Software Development Kit |
| Internet Security and Acceleration Server 2006 Standard Edition | • ISA Server Manager  
• Software Development Kit |
| Speech Server 2004 R2 Standard and Enterprise Editions | • Speech Application Deployment Service  
• Speech Application Log Analysis Tools  
• Speech Application Software Development Kit 1.1  
• Speech Server Language Packs |
| SQL Server 2005 Standard and Enterprise, Editions | • 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 |
### 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 R2 (All Editions)**

Internet-based Services. Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

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. You may switch off this feature or not use it. For more information about this feature, see

<table>
<thead>
<tr>
<th>Product</th>
<th>List of Additional Software</th>
</tr>
</thead>
<tbody>
<tr>
<td>SQL Server 2005 Workgroup Edition</td>
<td>• SQL Server Mobile Server Tools</td>
</tr>
<tr>
<td></td>
<td>• SQLXML Client Features</td>
</tr>
<tr>
<td></td>
<td>• Business Intelligence Development Studio</td>
</tr>
<tr>
<td></td>
<td>• SQL Server 2005 Books Online</td>
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<tr>
<td></td>
<td>• Connectivity Components</td>
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<tr>
<td></td>
<td>• Legacy Components</td>
</tr>
<tr>
<td></td>
<td>• Management Tools</td>
</tr>
<tr>
<td></td>
<td>• Reporting Services Report Manager</td>
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<tr>
<td></td>
<td>• Reporting Services Shared Tools</td>
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<tr>
<td></td>
<td>• SQL Server 2005 Shared Tools</td>
</tr>
<tr>
<td></td>
<td>• Software Development Kit</td>
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<td></td>
<td>• SQLXML Client Features</td>
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<td></td>
<td>• SQL Server Mobile Server Tools</td>
</tr>
<tr>
<td>Visual Studio</td>
<td>• Visual Studio 2008 Team Test Controller</td>
</tr>
<tr>
<td>Team System 2008 Test Load Agent</td>
<td></td>
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</tbody>
</table>
http://go.microsoft.com/fwlink/?LinkID=57190 and http://go.microsoft.com/fwlink/?LinkID=57191. By using this feature, you consent to the transmission of this information. Microsoft does not use the information to identify or contact you.

**Computer Information.** The following feature uses 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 run the software. Microsoft uses this information to make the Internet-based service available to you.

- **Microsoft 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 run it on your device. You can switch off this update feature.

**For BizTalk Server 2006 R2 Enterprise Edition:**

**Running Instances of the Server Software.** If you assign to a server licenses equal to the total number of physical processors on the server

- you may run, at any one time, any number of instances of the server software in one physical and any number of virtual operating system environments on that server.
- you do not need to license virtual processors.

**For BizTalk Server 2006 R2 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 BizTalk Server 2006 R2 Branch Edition:**

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

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

**For SQL Server 2005 Enterprise Edition:**

**Running Instances of the Server Software.** If you assign to a server licenses equal to the total number of physical processors on the server

- you may run, at any one time, any number of instances of the server software in one physical and any number of virtual operating system environments on that server.
• you do not need to license virtual processors.

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 R2 Developer Edition*
2. Expression Blend 2
3. Expression Design 2
4. Expression Encoder 2
5. Expression Media 2
6. Expression Studio 2
7. Expression Studio Professional Subscription
8. Expression Web 2
9. Microsoft ESP SDK
10. MSDN Operating Systems, Professional, Enterprise, Universal, and Premium*
11. SQL Server 2005 Developer Edition*
12. TechNet Plus Direct*
13. TechNet Plus Single User*
14. Visual FoxPro 9.0
15. Visual SourceSafe 2005
17. Visual Studio Team Development Edition 2008*
18. Visual Studio Team Test Edition 2008*
20. Visual Studio Team Database Edition 2008*
21. Visual Studio Team Suite 2008*

## A. General License Terms

You have the rights below for each license you acquire.

1. **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.

2. **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 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.
For BizTalk Server 2006 R2 Developer Edition

Internet-based Services. Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

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. You may switch off this feature or not use it. For more information about this feature, see http://go.microsoft.com/fwlink/?LinkId=57190 and http://go.microsoft.com/fwlink/?LinkId=57191. By using this feature, you consent to the transmission of this information. Microsoft does not use the information to identify or contact you.

Computer Information. The following feature uses 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 run the software. Microsoft uses this information to make the Internet-based service available to you.

- **Microsoft 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 run it on your device. You can switch off this update feature.

For Microsoft ESP SDK

You may access and use the samples files provided with the software only in applications you develop for the Microsoft ESP environment. You may use those files for no other purpose.

For Expression Studio Professional Subscription, MSDN (all subscription levels), TechNet Plus Direct, TechNet Plus Single User and Visual Studio (all editions)


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](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; [http://www.mpegla.com](http://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 Expression Studio Professional Subscription:**

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

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

- 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 MSDN (Universal and Premium):**

- Desktop Applications. For each license you acquire, the licensed user may also install and use one copy of each of the following products on one device for any purpose. The Desktop Applications section of these product use rights applies to the licensed user’s use of this software.

  - Office 2007 Ultimate
  - Office Visio Professional 2007
  - Office Project Standard 2007
Office SharePoint Designer 2007

Office Communicator 2007

1Office 2007 Ultimate includes Word, Excel, Outlook, PowerPoint, Publisher, Access, OneNote, InfoPath, Groove

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):

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 Direct and TechNet Plus Single User:

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

- TechNet Plus Direct and TechNet Plus Single User License. One user may install and use copies of the software on any of your devices.

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

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

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

That person may also:

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

Documentation does not include electronic books.

For Visual Studio 2008 (all editions and roles):

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

Windows Mobile Components. The following limitations apply to your use of the Windows Mobile components located in the “\Program Files\Windows Mobile 5.0 SDK R2\” directory.

- You may use these components only to create programs that run on Windows Mobile 5.0 software for either:
  - Pocket PC or
  - the Smartphone.

- You may not use these components to develop a high risk program, device or system. A high risk program, device or system is one in which a malfunction would result in a likely risk of personal injury, death or severe physical or environmental damage.

Distributable Code.

- In addition to object code in the REDIST.TXT file, you may copy and distribute any files listed in the REDIST list located at http://go.microsoft.com/fwlink/?LinkID=100327&clcid=0x409.

- You may 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.

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

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

- You may not distribute Distributable Code to run on a platform other than Microsoft operating systems, run-time technologies or application platforms.

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 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.

- Real Simple Syndication (“RSS”) Feed. This software start page contains updated content that is supplied by means of an RSS feed online from Microsoft.
Microsoft Servers - Management Servers

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

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

1. System Center Configuration Manager 2007*
2. System Center Configuration Manager 2007 with SQL Server 2005 Technology*
3. System Center Data Protection Manager 2007*
4. System Center Essentials 2007*
5. System Center Essentials 2007 with SQL Server 2005 Technology*
6. System Center Operations Manager 2007*
7. System Center Operations Manager 2007 with SQL Server 2005 Technology*
8. System Center Virtual Machine Manager* (available only in System Center Server Management Suite Enterprise)

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

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

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

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

<table>
<thead>
<tr>
<th>Product</th>
<th>List of Additional Software</th>
</tr>
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</table>
| System Center Configuration Manager 2007 | For all editions of System Center Configuration Manager 2007  
  • Configuration Manager Console  
  • Configuration Manager Client  
  • Device Management Point  
  • Custom Updates Publishing Tool  
  • Distribution Point  
  • Fallback Status Point  
  • Inventory Tool for Microsoft Updates  
  • PXE Service Point  
  • Management Point  
  • Reporting Point |
| System Center Configuration Manager 2007 with SQL Server 2005 Technology | |

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<table>
<thead>
<tr>
<th>Product</th>
<th>List of Additional Software</th>
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</table>
| **System Center Data Protection Manager 2007** | • Data Protection Manager 2007 Agent  
• Data Protection Manager Remote Command-Line Interface Console  
• Data Protection Manager System Recovery Tool Agent |
| **System Center Essentials 2007** | For all editions of System Center Essentials 2007  
• User Interface Console  
• Management Packs  
• Agent and Helper Binaries  
Only for System Center Essentials 2007 with SQL Server 2005 Technology  
• Analysis Services Shared Tools  
• Business Intelligence Development Studio  
• SQL Server 2005 Books Online  
• 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 |
| **System Center Essentials 2007 with SQL Server 2005 Technology** | • System Center Update Publisher  
• Secondary Site Server  
• Server Locator Point  
• Software Update Point  
• State Migration Point  
• System Health Validator Point  
• Configuration Pack  
Only for System Center Configuration Manager 2007 with SQL Server 2005 Technology  
• 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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<th>Product</th>
<th>List of Additional Software</th>
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<tr>
<td>SQLXML Client Features</td>
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<tr>
<td>SQL Server Mobile Server Tools</td>
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<tr>
<td>System Center Operations Manager 2007</td>
<td>For all editions of System Center Operations Manager 2007</td>
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<tr>
<td>System Center Operations Manager 2007 with</td>
<td>• Agent and Helper Binaries</td>
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<tr>
<td>SQL Server 2005 Technology</td>
<td>• Audit Database</td>
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<td></td>
<td>• Connector Framework</td>
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<td>• Console</td>
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<td>• Database</td>
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<td>• Management Packs</td>
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<td>• Power Shell</td>
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<td>• Reporting Data Warehouse</td>
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<td>• Reporting Server</td>
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<td>• Web Console</td>
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<tr>
<td>System Center Virtual Machine Manager</td>
<td>Only for System Center Operations Manager 2007 with SQL Server 2005 Technology</td>
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<td></td>
<td>• Analysis Services Shared Tools</td>
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<td></td>
<td>• Business Intelligence Development Studio</td>
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<td>• Connectivity Components</td>
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<td>• Legacy Components</td>
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<td>• Management Tools</td>
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<td>• Notification Services Client Components</td>
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<td>• Reporting Services Report Manager</td>
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<td>• Reporting Services Shared Tools</td>
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<td>• SQL Server 2005 Shared Tools</td>
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<td>• SQL Server Mobile Server Tools</td>
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<td>• Virtual Machine Manager Agent</td>
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<td>• Physical to Virtual Agent</td>
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<td>• Administrator Console</td>
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<td></td>
<td>• Virtual Machine Manager Self Service Portal</td>
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<td>• VMRC Client</td>
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</table>

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

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

V) Additional Licensing Requirements and/or Use Rights.

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

i) Categories of Management Licenses. There are two categories of management licenses: client and server. The category of license required depends on the operating system software running within an OSE. OSEs running server operating system software require server management licenses. You may use either server or client management licenses for all other OSEs.

ii) Two Types of Client Management Licenses. There are two types of client management licenses: one for managed OSEs and one for users.

• Your OSE client management licenses permit your instances of the server software to manage an equal number of OSEs used by any users.

• Your user client management licenses permit your instances of the server software to manage the OSEs used by each user to whom a user client management license is assigned. If you have more than one user using an OSE, and you are not licensing by OSE, you must assign user client management licenses to each of the users.

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

One Type of Server Management License. There is no user option for server management licenses. The OSE server management license is the only type of server management license you can acquire. Your OSE server management licenses permit your instances of the server software to manage an equal number of OSEs. While there is only one type of server management license, there may be up to two editions. If there is more than one edition of server management license, the edition you need depends on the workload that is managed.

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

b) Assigning Management Licenses.

• If you acquire user client management licenses, you must assign them to the users of your managed OSEs.

• If you acquire OSE client or server management licenses, you must assign them to the devices on which your managed OSEs will run. A hardware partition or blade is considered to be a separate device. At any one time, the number of OSEs being managed on a device may not exceed the number of OSE client or server management licenses assigned to that device.

• The appropriate management licenses:
  i) server or client
  ii) OSE or user (if any)

for each product is listed in the table below.

• For purposes of this paragraph, to “manage” an OSE means to
  iii) solicit or receive data about,
  iv) configure, or
  v) give instructions to

the hardware or software associated with the OSE, other than to discover the presence of a device.
You do not need a management license for
i) any of your OSEs licensed to run instances of the server software,
ii) any of your OSEs in which no instances of software are running, or
iii) any of your devices functioning only as network infrastructure devices (OSI layer 3 or below).

Your management licenses permit management by your instances of earlier versions, but not later versions, of the server software, unless stated below in the table. If you are running instances of an earlier version of the server software under these license terms, you may also use management licenses corresponding to that version. In that case, management licenses for the earlier version may be used in the following ways.

i) Server management licenses may be used as OSE server management licenses.
ii) Client management licenses may be used as OSE or user client management licenses.

With any instance of the server software on your licensed servers, you may manage:

i) any number of OSEs on a device, once you assign an equal number of server or client management licenses to that device.
ii) the OSEs your users use, once you assign client management licenses to those users.

<table>
<thead>
<tr>
<th>Product or Functionality (or Workload)</th>
<th>Category and List of Management Licenses</th>
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</thead>
<tbody>
<tr>
<td><strong>System Center Configuration Manager 2007 and</strong>&lt;br&gt;<strong>System Center Configuration Manager 2007 with SQL Server 2005 Technology</strong></td>
<td><strong>Server Management Licenses</strong></td>
</tr>
<tr>
<td>Management by instances of the server software using desired configuration management (DCM) of only Basic Operating System Workloads running in the licensed OSE, as well as management of any applications running in that OSE that do not require use of DCM.</td>
<td>• System Center Configuration Manager 2007 Standard Server Management License (Standard Server ML), or&lt;br&gt;• System Center Server Management Suite Standard (with active Software Assurance coverage on or after November 1, 2007)</td>
</tr>
<tr>
<td>Basic Operating System Workloads means&lt;br&gt;• these basic operating system utilities: System Resource Manager, Password Change Notification, Baseline Security Analyzer, Reliability and Availability Services,&lt;br&gt;• 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&lt;br&gt;• these networking service workloads: Distributed Naming Service (DNS), Dynamic Host Configuration Protocol (DHCP), and Windows Internet Naming Service (WINS).</td>
<td></td>
</tr>
</tbody>
</table>

<p>| <strong>System Center Configuration Manager</strong> | <strong>Server Management Licenses</strong> |</p>
<table>
<thead>
<tr>
<th>Product or Functionality (or Workload)</th>
<th>Category and List of Management Licenses</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2007 and System Center Configuration Manager 2007 with SQL Server 2005 Technology</strong></td>
<td>• System Center Configuration Manager 2007 Enterprise Server Management License (Enterprise Server ML), or</td>
</tr>
<tr>
<td>Management by instances of the server software using DCM of:</td>
<td>• System Center Server Management Suite Enterprise (with active Software Assurance coverage on or after November 1, 2007)</td>
</tr>
<tr>
<td>• IT Compliance and Governance configurations</td>
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<tr>
<td>• Basic Operating System Workloads</td>
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<tr>
<td>• All other operating system utilities, service Workloads, as well as any applications running in the licensed OSE.</td>
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<tr>
<td><strong>System Center Configuration Manager 2007 and System Center Configuration Manager 2007 with SQL Server 2005 Technology</strong></td>
<td><strong>Client Management Licenses</strong></td>
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<td></td>
<td>• BackOffice 2000 CAL (with active Software Assurance coverage on November 1, 2007, or later), or</td>
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<td>• Core CAL Suite (with active Software Assurance coverage on November 1, 2007, or later), or</td>
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<td>• Enterprise CAL Suite (with active Software Assurance coverage on November 1, 2007 or later), or</td>
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<td></td>
<td>• System Center Configuration Manager 2007 Client Management License (Client ML)</td>
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<tr>
<td><strong>System Center Data Protection Manager 2007</strong></td>
<td><strong>Server Management Licenses</strong></td>
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<tr>
<td>Basic file backup and recovery management by instances of the server software of</td>
<td>• System Center Data Protection Manager 2007 Standard Server Management License (Standard Server ML), or</td>
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<tr>
<td>• operating system components</td>
<td>• System Center Server Management Suite Standard (with active Software Assurance coverage on or after November 1, 2007)</td>
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<td>• utilities</td>
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<td>• service workloads</td>
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<td>• service workloads running in the licensed OSE.</td>
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<td><strong>System Center Data Protection Manager 2007</strong></td>
<td><strong>Server Management Licenses</strong></td>
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<tr>
<td>Backup and recovery, including basic file backup and recovery, by instances of the server software of</td>
<td>• System Center Data Protection Manager 2007 Enterprise Server Management License (Enterprise Server ML), or</td>
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<td>• the server system state</td>
<td>• System Center Server Management Suite Enterprise (with active Software Assurance coverage on or after November 1, 2007)</td>
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<td>• all operating system components</td>
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<td>• all utilities</td>
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<td>• all server workloads</td>
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<td>• any applications running in the</td>
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<tr>
<td>Product or Functionality (or Workload)</td>
<td>Category and List of Management Licenses</td>
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<td>System Center Data Protection Manager 2007</td>
<td>Client Management Licenses</td>
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<td>System Center Essentials 2007 and System Center Essentials 2007 with SQL Server 2005 Technology</td>
<td>Client Management Licenses</td>
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<tr>
<td>System Center Operations Manager 2007 and System Center Operations Manager 2007 with SQL Server 2005</td>
<td>Server Management Licenses</td>
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<tr>
<td>Management by instances of the server software of only Basic Operating System Workloads running in</td>
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<td>the licensed OSE.</td>
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<td>Basic Operating System Workloads means</td>
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<tr>
<td>• these basic operating system utilities: System Resource Manager, Password Change Notification,</td>
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<tr>
<td>Baseline Security Analyzer, Reliability and Availability Services,</td>
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<tr>
<td>• these file and print service workloads: Print Server, Distributed File System (DFS), File</td>
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<tr>
<td>Replication Service (FRS), Network File System (NFS), File Transfer Protocol (FTP), and Windows</td>
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<tr>
<td>SharePoint Services, and</td>
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<tr>
<td>• these networking service workloads: Distributed Naming Service (DNS), Dynamic Host Configuration</td>
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<tr>
<td>Protocol (DHCP), and Windows Internet Naming Service (WINS).</td>
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<tr>
<td>Microsoft may expand the list of Basic Operating System Workloads by posting updates at</td>
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<td><a href="http://go.microsoft.com/?linkid=4426611">http://go.microsoft.com/?linkid=4426611</a>.</td>
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<tr>
<td>System Center Operations Manager 2007 and System Center Operations Manager 2007 with SQL Server</td>
<td>Server Management Licenses</td>
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<td>2007 with SQL Server 2005 Technology</td>
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<td>System Center Operations Manager 2007 Standard Server Management License (Standard Server ML), or</td>
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<td>Systems Center Standard Server Management License 2006 (acquired on or after April 1, 2007 or with</td>
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<td>active Software Assurance coverage on that date), or</td>
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<td>System Center Server Management Suite Standard (with active Software Assurance coverage on or after</td>
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<td>November 1, 2007)</td>
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### Product or Functionality (or Workload)

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<th>Management by instances of the server software of</th>
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<tr>
<td>• Basic Operating System Workloads</td>
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<tr>
<td>• all other operating system utilities</td>
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<tr>
<td>• all other service workloads</td>
</tr>
<tr>
<td>• any applications running in the licensed OSE.</td>
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</tbody>
</table>

### Category and List of Management Licenses

- System Center Server Management Suite Enterprise (with active Software Assurance coverage on or after October 1, 2007)

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### System Center Operations Manager 2007 and System Center Operations Manager 2007 with SQL Server 2005 Technology

### Client Management Licenses

- System Center Operations Manager 2007 Client Management License (Client ML), or
- Enterprise CAL Suite (with active Software Assurance coverage on April 1, 2007 or later)

### System Center Virtual Machine Manager

### Server Management Licenses

- System Center Server Management Suite Enterprise (with active Software Assurance coverage on or after October 1, 2007)

### System Center Virtual Machine Manager

### Client Management Licenses

- None available

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c) **Reassignment of Management Licenses and CALs.** You may:

- permanently reassign
  1. an OSE server or client management license from one device to another,
  2. or a user client management license from one user to another; or
- temporarily reassign
  1. an OSE server or client management license to a loaner device while the first device is out of service,
  2. or a user client management license to a temporary worker while the user is absent.

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

e) **License terms for SQL Server 2005 Technology.** 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.---You also may run one passive fail-over instance in a separate operating system environment for temporary support. You may run that instance on a server other than the licensed server.

f) **Management and Configuration Packs.** The software may contain Management or Configuration Packs. The license terms for the applicable System Center products apply to your use of these Packs.
B. Exceptions and Additional Terms for Particular Products.


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


You may manage any number of OSEs running on your devices to which a System Center Server Management Suite Enterprise license is assigned.

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

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

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

- general operating system
- thin client
- remote desktop client

or for any other purpose.

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

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

You may not use these portions of the software to back up your Windows operating system or for any other purpose.
For System Center Data Protection Manager:

No Client Management Licenses. You may only acquire Server Management Licenses. Client management licenses are not available.

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

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

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

Windows Server Update Services (WSUS). The software contains WSUS software. WSUS is part of Windows. The license terms for Windows apply to your use of the WSUS software.

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

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

For System Center Virtual Machine Manager

You may use System Center Virtual Machine Manager only if you acquire one or more licenses for the System Center Server Management Suite Enterprise. You will be deemed to have acquired one System Center Virtual Machine Manager license for each System Center Server Management Suite Enterprise license you acquire.

Converting from physical to virtual. You may desire to convert OSEs from physical to virtual. In this case, you do not need a server management license for any OSEs managed only for the time and purpose of being converted.
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
2. Connected Services Framework SBE Server Billing 3.0
3. Connected Services Framework SBE Server Order Handling 3.0
4. Dynamics CRM 4.0 Workgroup Server
5. Identity Lifecycle Manager 2007 -- Windows Live Edition*
6. Microsoft Services for Netware 5.03*
7. Office Forms Server 2007 for Internet sites*
8. Office Groove Server 2007
9. Office SharePoint Server 2007 for Internet sites*
10. Search Server 2008
11. Software Licensing and Protection Services 2008 Standard and Enterprise Editions*
12. System Center Reporting Manager 2006
15. Windows Compute Cluster Server 2003
17. Windows Web Server 2008 *

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

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

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

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

<table>
<thead>
<tr>
<th>Products</th>
<th>List of Additional Software</th>
</tr>
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| Compute Cluster Pack | • Compute Cluster Job Manager  
| | • Compute Cluster Administrator  
| | • Compute Cluster Administrator’s Guide  
| Connected Services Framework SBE Server Billing 3.0 | • None  
| Connected Services Framework SBE Server Order Handling 3.0 | • None  
<p>| Dynamic CRM 4.0 Workgroup Server | • Microsoft Dynamics CRM 4.0 for Microsoft Office |</p>
<table>
<thead>
<tr>
<th>Software License</th>
<th>Rights</th>
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</table>
| Outlook                                                   | • Microsoft Dynamics CRM 4.0 Connector for Microsoft SQL Server Reporting Services  
|                                                           | • Microsoft Dynamics CRM 4.0 E-mail Router          
|                                                           | • Microsoft Dynamics CRM 4.0 Data Migration Manager  
|                                                           | • Microsoft Dynamics CRM 4.0 Language Packs         |
| Identity Lifecycle Manager 2007 -- Windows Live Edition   | • Client Software                                   |
| Office Forms Server 2007 for Internet sites               | • None                                              |
| Office Groove Server 2007                                 | • None                                              |
| Office SharePoint Server 2007 for Internet sites          | • None                                              |
| Microsoft Services for Netware 5.03                      | • Novell Client 32                                   |
| Search Server 2008                                        | • None                                              |
| Software Licensing and Protection Services 2008 Standard and Enterprise Editions | • None                                              |
| System Center Reporting Manager 2006                      | • Reporting Data Source                             |
| System Center Virtual Machine Manager 2007 Workgroup Edition | • Virtual Machine Manager Agent                      
|                                                           | • Physical to Virtual Agent                         
|                                                           | • Administrator Console                             
|                                                           | • Virtual Machine Manager Self Service Portal       
|                                                           | • VMRC Client                                       |
| Virtual Server 2005 R2 Standard and Enterprise Editions   | • Virtual Machine Remote Control                    |
| Windows Compute Cluster Server 2003                      | • Compute Cluster Job Manager                        
|                                                           | • Compute Cluster Administrator                     
|                                                           | • Compute Cluster Administrator’s Guide              
|                                                           | • Server Administration Tools                       
|                                                           | • Remote Desktop Connection                         
|                                                           | • Windows System Resource Manager                   |
| Windows Server 2003 Compute Cluster Edition              | • Server Administration Tools                       
|                                                           | • Remote Desktop Connection                         
|                                                           | • Windows System Resource Manager                   |
| Windows Web Server 2008                                   | • 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 Lifecycle Manager 2007 -- Windows Live Edition:

You may use the software to

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

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

For 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 Software Licensing and Protection Services 2008 Standard and Enterprise Editions:

Trial activations may not be used for production or commercial purposes.

For Windows Compute Cluster Server 2003 and 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 Web Server 2008:

I) Limitation on Use.

The software may be used solely as a front-end web server for development and deployment of the following:

- Internet-accessible Web pages
- Web sites
- Web applications
- Web services
- POP3 mail serving.

Access to content, information, and applications served by the software may not be limited to your employees. You may run database engine software on an instance of the software solely to support applications running on the same instance of the software. You may run web server software (for example, Microsoft Internet Information Services), management or security agents (for example, the MOM agent) on an instance of the software.

Any other usage of the software is not permitted.

II) Internet-Based Services.

Consent for Internet-based Services. The software features described below and in the Windows Server Privacy Highlights 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, go to http://go.microsoft.com/fwlink/?linkid=34493. 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 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 http://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 http://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”.

• **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.

• **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.

• **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.

### III) Notices

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

  USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS
  PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (I) GENERATED
  BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS
  ENTERPRISE, AND (II) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND
  SEPARATELY LICENSED BY MPEG LA, L.L.C.
If you have questions about the MPEG-4 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; http://www.mpegla.com.

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

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

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

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

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

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

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

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

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

V) 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:

i. need to reactivate the software, or
ii. receive reminders to obtain a properly licensed copy of the software,
or you may not be able to

iii. connect to the Internet, or

iv. obtain certain updates or upgrades from Microsoft.

You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources, see http://go.microsoft.com/fwlink/?linkid=69502.

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

i. other software on your computer ceasing to work, or

ii. your breaching a license to use other software on your computer.

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

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

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

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

1. Antigen for Instant Messaging*
2. Automated Service Agent*
3. Automated Service Agent Syndicated Content Office*
4. Automated Service Agent Syndicated Content Windows Vista*
5. Forefront Client Security*
6. Forefront Client Security with SQL Server 2005 Technology*
7. Forefront Security for Exchange Server*
8. Forefront Security for Exchange Server External Connector*
9. Forefront Security for SharePoint*
10. Forefront Security for SharePoint for Internet sites*
11. Forefront Server Security Management Console*
12. Microsoft Exchange Hosted Archive*
13. Microsoft Exchange Hosted Continuity*
14. Microsoft Exchange Hosted Encryption*
15. Microsoft Exchange Hosted Filtering*
16. Microsoft Learning Solutions eLearning Library*
17. Microsoft Learning Solutions eReference Library*
18. Microsoft Learning Solutions Technical eLearning Course Collection*
19. Microsoft Learning Solutions MCP Exam Voucher Services*
20. MSN Encarta Premium and Academic
21. Office Groove Enterprise Services*
22. Office Live Communications Server Public Instant Messaging Connectivity*
23. Office Live Meeting Standard and Professional*
24. Virtual Earth Standard and Professional
25. Windows Live OneCare*

* Also refer to section B

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

I) Use Rights.

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

<table>
<thead>
<tr>
<th>Online Service</th>
<th>User/Device SL</th>
<th>Required For Each of Your...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Antigen for Instant Messaging</td>
<td>• Antigen for Instant Messaging User SL or Enterprise CAL Suite (User)¹</td>
<td>Users whose instant messages are processed by the online service or related software</td>
</tr>
<tr>
<td></td>
<td>• Forefront Security Suite (User)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Antigen for Instant Messaging Device SL or Enterprise CAL Suite (Device)¹</td>
<td>Devices that access instant messages processed by the online service or related software</td>
</tr>
<tr>
<td>Service</td>
<td>Product</td>
<td>Rights and Rights Details</td>
</tr>
<tr>
<td>--------------------------------------------</td>
<td>--------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Forefront Client Security and</td>
<td>Forefront Security Suite (Device)</td>
<td>Users who access data processed by the online service or related software</td>
</tr>
<tr>
<td>Forefront Client Security with SQL Server</td>
<td>Forefront Client Security User SL or</td>
<td>Devices that access data processed by the online service or related software</td>
</tr>
<tr>
<td>2005 Technology</td>
<td>Enterprise CAL Suite (User)¹</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Forefront Security Suite (User)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Forefront Client Security Device SL or</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Enterprise CAL Suite (Device)¹</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Forefront Security Suite (Device)</td>
<td></td>
</tr>
<tr>
<td>Forefront Security for Exchange Server</td>
<td>Forefront Security for Exchange Server User SL, or</td>
<td>Users whose email is processed by the online service or related software</td>
</tr>
<tr>
<td></td>
<td>Enterprise CAL Suite (User)¹</td>
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<tr>
<td></td>
<td>Exchange Server 2007 Enterprise CAL (User)², or</td>
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<tr>
<td></td>
<td>Forefront Security Suite (User)</td>
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<tr>
<td></td>
<td>Forefront Security for Exchange Server Device SL, or</td>
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<tr>
<td></td>
<td>Enterprise CAL Suite (Device)¹</td>
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<tr>
<td></td>
<td>Exchange Server 2007 Enterprise CAL (Device)¹, or</td>
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<tr>
<td></td>
<td>Forefront Security Suite (Device)</td>
<td></td>
</tr>
<tr>
<td>Forefront Security for SharePoint</td>
<td>Forefront Security for SharePoint User SL, or</td>
<td>Users who access data on SharePoint sites processed by the online service or related software</td>
</tr>
<tr>
<td></td>
<td>Enterprise CAL Suite (User)¹</td>
<td></td>
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<tr>
<td></td>
<td>Forefront Security Suite (User)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Forefront Security for SharePoint Device SL or</td>
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<tr>
<td></td>
<td>Enterprise CAL Suite (Device)¹</td>
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<tr>
<td></td>
<td>Forefront Security Suite (Device)</td>
<td></td>
</tr>
<tr>
<td>Microsoft Exchange Hosted Archive</td>
<td>Microsoft Exchange Hosted Archive User SL</td>
<td>Users whose subscriber data² is processed and stored by the online service or related software</td>
</tr>
<tr>
<td>Microsoft Exchange Hosted Continuity</td>
<td>Microsoft Exchange Hosted Continuity User SL</td>
<td>Users whose subscriber data² is processed and stored by the online service or related software</td>
</tr>
<tr>
<td>Microsoft Exchange Hosted Encryption</td>
<td>Microsoft Exchange Hosted Encryption User SL</td>
<td>Users whose subscriber data² is processed by the online service or related software</td>
</tr>
<tr>
<td>Service Name</td>
<td>SL User</td>
<td>Description</td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------</td>
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<td>------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Microsoft Exchange Hosted Filtering</strong></td>
<td></td>
<td>- Microsoft Exchange Hosted Filtering User SL, or</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Enterprise CAL Suite (User)(^1), or</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Exchange Server 2007 Enterprise CAL (User)(^1)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Forefront Security Suite (User)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Users whose subscriber data(^2) is processed by the online service or related software</td>
</tr>
<tr>
<td><strong>Microsoft Exchange Hosted Filtering Device SL</strong></td>
<td></td>
<td>- Microsoft Exchange Hosted Filtering Device SL, or</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Enterprise CAL Suite (Device)(^1), or</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Exchange Server 2007 Enterprise CAL (Device)(^1)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Forefront Security Suite (Device)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Device that access subscriber data(^2) is processed by the online service or related software</td>
</tr>
<tr>
<td><strong>Microsoft Learning Solutions eLearning Library</strong></td>
<td></td>
<td>- Microsoft Learning Solutions eLearning Library User SL</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Users who access the online service or related software</td>
</tr>
<tr>
<td><strong>Microsoft Learning Solutions eReference Library</strong></td>
<td></td>
<td>- Microsoft Learning Solutions eReference Library User SL</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Users who access the online service or related software</td>
</tr>
<tr>
<td><strong>MSN Encarta Premium</strong></td>
<td></td>
<td>- MSN Encarta Premium User SL</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Users who access the online service or related software</td>
</tr>
<tr>
<td><strong>MSN Encarta Academic</strong></td>
<td></td>
<td>- MSN Encarta Academic User SL</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Users who access the online service or related software</td>
</tr>
<tr>
<td><strong>Office Groove Enterprise Services</strong></td>
<td></td>
<td>- Office Groove Enterprise Services User SL</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Users who access the online service or related software</td>
</tr>
<tr>
<td><strong>Office Groove Enterprise Services Device SL</strong></td>
<td></td>
<td>- Office Groove Enterprise Services Device SL</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Devices that synchronize files and documents through the online service or related software</td>
</tr>
<tr>
<td><strong>Office Live Communications Server Public Instant Messaging Connectivity</strong></td>
<td></td>
<td>- Office Live Communications Server Public Instant Messaging Connectivity User SL</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Users who access the instant messaging service providers through the online service or related software</td>
</tr>
<tr>
<td><strong>Office Live Meeting Standard</strong></td>
<td></td>
<td>- Office Live Meeting Standard User SL</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Users who access the online service. However, you do not need USLs for external users(^3) who access the online service for purposes other than scheduling or conducting a web conference</td>
</tr>
<tr>
<td><strong>Office Live Meeting Professional</strong></td>
<td></td>
<td>- Office Live Meeting Professional User SL</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Users who access the online service. However, you do not need USLs for external users(^3) who access the online service for purposes other than scheduling or conducting a web conference</td>
</tr>
<tr>
<td><strong>Virtual Earth Standard and Professional</strong></td>
<td></td>
<td>- Virtual Earth User SL</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Users authenticated by your programs that access the service or related software</td>
</tr>
<tr>
<td><strong>Windows Live OneCare</strong></td>
<td></td>
<td>- Windows Live OneCare User SL</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Users who access data processed by the online service or related software</td>
</tr>
</tbody>
</table>

\(^1\) With active Software Assurance coverage.

\(^2\) For purposes other than scheduling or conducting a web conference.

\(^3\) For purposes other than scheduling or conducting a web conference.
2 Defined below.
3 "External users" means users that are not either (i) your or your affiliates’ employees, or (ii) your or your affiliates’ onsite contractors or agents.

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

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

<table>
<thead>
<tr>
<th>Online Service</th>
<th>Services SL</th>
<th>Number Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Automated Service Agent Syndicated Content</td>
<td>• Automated Service Agent Syndicated Content Office Services SL for Office content, • Automated Service Agent Syndicated Content Windows Vista Services SL for Vista content</td>
<td>One per enrollment or Open Value Agreement</td>
</tr>
<tr>
<td>Forefront Client Security</td>
<td>• Forefront Client Security Services SL</td>
<td>One for each server running the Forefront Client Security Management Console</td>
</tr>
<tr>
<td>Forefront Client Security with SQL Server 2005 Technology</td>
<td>• Forefront Client Security Services SL</td>
<td>One for each server running the Forefront Client Security Management Console</td>
</tr>
<tr>
<td>Forefront Server Security Management Console</td>
<td>• Forefront Server Security Management Console Services SL</td>
<td>One for each server running the Forefront Server Security Management Console</td>
</tr>
<tr>
<td>Microsoft Learning Solutions Technical eLearning Course Collection</td>
<td>• Microsoft Learning Solutions Technical eLearning Course Collection SL</td>
<td>The equivalent of one per user for one course per month</td>
</tr>
<tr>
<td>Microsoft Learning Solutions MCP Exam Voucher Services</td>
<td>• Microsoft Learning Solutions MCP Exam Voucher Services SL</td>
<td>The equivalent of one per user for one exam per month</td>
</tr>
<tr>
<td>Virtual Earth Standard</td>
<td>• Virtual Earth Standard Services SL</td>
<td>One per enrollment or Open Value agreement</td>
</tr>
<tr>
<td>Virtual Earth Professional</td>
<td>• Virtual Earth Professional Services SL</td>
<td>One per enrollment or Open Value agreement</td>
</tr>
</tbody>
</table>

c) **Add-on Subscription Licenses (Add-on SLs).** If an online service is listed in the table below, you may acquire Add-on SLs and use that online service as described in the table.
## 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 which you access through the online service after we suspend or cancel the online service.

### b) Term of License.
You may not access or use the online service after your online service subscription license terminates or expires. The term of online services subscription licenses varies. The term in some cases is based on the term of your volume license agreement. In other cases, the term is for a fixed period (e.g., one year).

### c) Responsibility for Your Accounts.
You are responsible for all activity with your online service accounts and your passwords, if any. 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.

### d) 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.** You may install and use Microsoft software for the online service 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.

e) **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.

f) **Third Party Content and Services.** We are not responsible for any third party content you access with the online service, if any. You are responsible for your dealings with any third party (including advertisers) related to the online service (including the delivery of and payment for goods and services).

g) **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.

h) **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.).

i) **Use for Evaluation Purposes.** Except as permitted in the Exceptions and Additional Terms for Particular Products section, you must acquire licenses to use the online service for evaluation purposes. This applies despite anything to the contrary in your volume license agreement.

j) **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.

k) **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.

l) **Privacy.** See the online service’s privacy statement for information about how we may collect and use your information.
B. Exceptions and Additional Terms for Particular Products.


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

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

Substitution of Scan Engines. We may substitute comparable software and files for the online service’s
• anti-virus and anti-spam software; and
• signature files and content filtering data files.

For Automated Service Agent and Automated Service Agent Syndicated Content:

Customer Queries and Responses. The following apply to your use of queries and responses using the online service
• Microsoft has joint ownership of the queries and may reuse them.
• You indemnify, defend, and hold harmless Microsoft from any claims, including attorneys’ fees, related to
For Forefront Client Security, Forefront Client Security with SQL Server 2005 Technology and Forefront Server Security Management Console:

**Software License Terms.** Despite anything to the contrary in the "Microsoft Software License Terms" section of the General License Terms for Microsoft Online Services, the following software license terms apply.

- You may install and use the software on your devices only with the online service.

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

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

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

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

<table>
<thead>
<tr>
<th>List of Additional Software</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>• MOM Reporting Services</td>
<td>• SQL Server Management Tools</td>
</tr>
<tr>
<td>• MOM User Interface</td>
<td>• SQL Server Notification Services Client Components</td>
</tr>
<tr>
<td>• MOM Web Console</td>
<td>• SQL Server Reporting Services Report Manager</td>
</tr>
<tr>
<td>• MOM Agent &amp; Helper Binaries</td>
<td>• SQL Server Reporting Services Shared Tools</td>
</tr>
<tr>
<td>• SQL Server Analysis Services Shared Tools</td>
<td>• SQL Server 2005 Shared Tools</td>
</tr>
<tr>
<td>• SQL Server Business Intelligence Development Studio</td>
<td>• SQL Server Software Development Kit</td>
</tr>
<tr>
<td>• SQL Server 2005 Books Online</td>
<td>• SQLXML Client Features</td>
</tr>
<tr>
<td>• SQL Server Connectivity Components</td>
<td>• SQL Server Mobile Server</td>
</tr>
<tr>
<td>• SQL Server Legacy Components</td>
<td></td>
</tr>
</tbody>
</table>

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. You agree to the new scope of use terms by using the online service after we publish them in these product use rights or send you an email about the updates.

Use for Evaluation Purposes. For Microsoft Exchange Hosted Filtering, you may use the online service for a 60-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, track, view, censor or edit your subscriber data that are processed or accessed by the online service, except

- to provide the service or to improve Microsoft products and 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.) If you require access to the Resource Center, please contact your service administrator, reseller or Microsoft Account Manager. 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:

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. delete your subscriber data; or
  b. export and return your subscriber data to you.

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 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 Deletion 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 deletion of your subscriber data pursuant to the foregoing terms.

For Microsoft Exchange Hosted Continuity:
Online service expiration or termination. Any subscriber data held when your applicable enrollment or Open License Value agreement expires or your right to use the online service terminates will be deleted. This is in accordance with the normal 30 day retention schedule. After that, it will not be accessible by or returned to you.

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 Microsoft Learning Solutions E-Learning Library and E-Reference Library:

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

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

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

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

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

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

For Office Live Meeting Standard and Professional:

Use for Evaluation Purposes. For Office Live Meeting you may use the online service for a 60-day evaluation period.

For Virtual Earth (includes MapPoint Web Service):
The online service, Virtual Earth Platform, includes both the Virtual Earth Map Control and the MapPoint Web Service. Your applications may access and use the online service as described in the Virtual Earth Platform SDKs. You can find the SDKs at http://msdn2.microsoft.com/en-us/virtualearth/default.aspx.

Use of Content.

You may access and use the service and any functionality or content it provides if you:
- use only methods and means of access that are documented in the SDKs;
- implement and use the GetClientToken mechanism as provided in the Virtual Earth Platform.

You may not:
- change any logos or copyright or other notices;
- use the online service to provide guidance based on the position or routing of multiple objects tracked using GPS or other sensor-generated methods;
- present or alert an end user to individual maneuvers of a route in any way that is synchronized with the end-user’s sensor-based position along the route;
- to integrate any portion of the Virtual Earth Platform with any mapping platform other than the MapPoint Web Service as the primary road mapping source;
- copy, store, archive, or create a database of any content available in the online service.

The following additional terms apply to your use of Bird’s eye aerial imagery.
- You may not reveal these or other metadata:
  - exact latitude
  - exact longitude
  - exact altitude.
- You may not permit use by any government agency or other public sector entity without our separate written approval.
- If you license the Virtual Earth Platform Standard version, you may not:
  - save, download, print, distribute, transmit or manipulate the Bird's eye imagery.
  - through your applications, offer others that ability.

Staging Environment. You may access and use up to 30,000 transactions per month in the MapPoint Web Service staging environment to develop, test and perform maintenance on your programs that use the online service. You may only stress test the online service with Microsoft’s prior written approval. No staging environment is currently available for Virtual Earth Map Control.

End User Terms of Use and Privacy Statement. The terms of use located at http://go.microsoft.com/fwlink/?LinkId=21969 and the privacy notice at http://privacy.microsoft.com apply to end users of the service through your application. In each application that uses the Service, you must provide a link to http://go.microsoft.com/fwlink/?LinkId=21969, that is labeled “Microsoft Terms of Use” and “Privacy Statement.” The links must be displayed on the same page as the service content, or in the application’s end user terms of use.

For Windows Live OneCare

Use Term. To prevent its unlicensed use, certain features of the online service may be disabled upon the second anniversary of the date on which you order 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. **E-Learning.**
   The Desktop Applications section of the product use rights provides your license terms for eLearning Training Kits. However, you may not have more users than you have E-Learning licenses.

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. **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.

10. **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. (See note below regarding use of the software on blade PCs.) "Instance" and other terminology in the Universal Terms related to use of the software with virtualization technology apply. Your rights to use the software become perpetual when your right to use Vista Business Edition becomes perpetual.

Sections (a) and (b) below do not apply to the use of the software on blade PCs.

**a) Running Instances of the Software.** Before you run any instance of the software under a license, you must assign that license to a device. That device is the "licensed device." (See the Desktop Operating System section.)

For each license:

- You may run on the licensed device, at any one time:
  - one instance of the software in one physical operating system environment, and
  - up to four instances of the software in virtual operating system environments (only one instance per virtual operating system environment).

- If you run all five permitted instances at the same time, the instance running in the physical operating system environment must be used solely to run:
  - the hardware virtualization software, and
  - software to manage and service operating system environments on the licensed device.

- Except as follows, you may run an instance of any edition (Business, Enterprise or Ultimate) or a prior version of the software in place of the licensed version for any of the instances permitted above.

- You must run instances of 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 run instances of any other edition of Windows
software for this purpose. This applies despite any downgrade right you may have under your license agreement.

Alternatively, for each license, you may run on the licensed device at any one time two instances in the physical operating system environment.

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

• You may create any number of instances of the software.
• You may store those instances on any of your devices or storage media.
• You may create and store instances of the software solely to exercise your right to run instances of the software under any of your licenses as described above (e.g., you may not distribute instances to third parties).

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; http://www.mpegl.com.

Instances you are permitted to create and store on a storage device, such as a network server, may be run over an internal network locally in physical or virtual operating system environments on any licensed device
for which you have active Software Assurance coverage. This right does not change the number of instances you are permitted to run on your licensed devices.

12. **Windows Vista Enterprise Centralized Desktop and Windows Vista Enterprise Centralized Desktop for Software Assurance.**

The Desktop Operating System section of the product use rights, as supplemented below, provides your license terms for the software. “Instance” and other terminology in the Universal Terms related to use of the software with virtualization technology apply.

c) **Assigning the License to the Device.**

- **Windows Vista Enterprise Centralized Desktop.** Before you run any instance of the software under a license, you must assign that license to a device. A hardware partition or blade is considered to be a separate device. Despite the limitation in the General License Terms, you may reassign your license if you retire the licensed device due to permanent hardware failure. You may not reassign the license for any other reason.

- **Windows Vista Enterprise Centralized Desktop for Software Assurance.** The device to which you assigned your corresponding license and Windows Software Assurance coverage is the “licensed device.” If you move your Windows Software Assurance coverage to a replacement computer, that computer becomes the “licensed device.”

d) **Running Instances of the Software.** For each license you assign:

- You may remotely access from the licensed device, at any one time:
  - one running instance of the software in one physical operating system environment, or
  - up to four running instances of the software in virtual operating system environments (only one instance per virtual operating system environment).

- You may run the permitted number of instances, at any one time, on up to four different servers.

- You may run an instance of Vista Business in place of the software in any of these virtual operating system environments.

- Despite anything to the contrary in your license agreement, you may access the instances only from the licensed device, with the following exceptions.
  - You may remotely access the instances from any other device to which you have assigned an active Windows Vista Enterprise Centralized Desktop or Windows Vista Enterprise Centralized Desktop for Software Assurance license.
  - The primary user of the licensed device may remotely access the instances from a device in that user’s home, subject to the limitation on the number of users in the General License Terms.
  - You may use Remote Assistance and other similar technologies to share an active session.
  - You do not need a license to access your instances of the software (locally or remotely) only to administer those instances.

- Your license does not permit you to run instances of the software locally on the licensed device or any other device to which you have assigned an active Windows Vista Enterprise Centralized Desktop or Windows Vista Enterprise Centralized Desktop for Software Assurance license.

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

- You may create any number of instances of the software.
- You may store instances of the software on any of your servers or storage media.
- You may create and store instances of the software solely to exercise your right to run instances of the software under any of your Windows Vista Enterprise Centralized Desktop or Windows Vista Enterprise Centralized Desktop for Software Assurance licenses as described above (e.g., you may not distribute instances to third parties).
• You may not create and store instances of the software on the licensed device.

f) Term of License. Despite anything to the contrary in your license agreement, your Windows Vista Enterprise Centralized Desktop or Windows Vista Enterprise Centralized Desktop for Software Assurance licenses are non-perpetual. You may not access or use the software under your licenses after your subscription or corresponding Windows Software Assurance coverage expires.


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

a) Installation and use rights. The "licensed device" is the device to which you have assigned your corresponding qualifying license and Windows 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. You may also use the following components to manage software on servers within your domain, so long as the desktops within that domain are licensed for MDOP:

• Advanced Group Policy Management
• Asset Inventory Service
• Diagnostics and Recovery Toolset

Use of the AIS on your licensed desktops is subject to the Additional Terms section of the Online Services section of these product use rights. See the online service's privacy statement at https://sc.microsoft.com/Help/Privacy.htm for information about how we may collect and use your information.

Consent for Internet-Based Services. The software includes an asset inventory feature that identifies all software and hardware installed on the targeted computers. This feature sends this information to Microsoft or server provider computer systems over the Internet. You can configure how often inventories are taken. You will not receive a separate notice when inventories occur. For more information about this feature, see https://sc.microsoft.com/Help/Privacy.htm. The feature uses Internet protocols, which send to the following and other appropriate systems computer information:

• Internet protocol address
• computer name
• the type of operating system
• certain hardware attributes such as computer make, model and serial number
• user profile name
• the language code of the licensed device
• name, version, and profile information about the software installed

Microsoft uses this information to make this Internet-based service available to you. By using this feature, you consent to the transmission of this information. You agree not to use this service to transmit this information if you do not have authorization to do so. Microsoft does not use the information to identify or contact you.

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.