

Microsoft Licensing Services Provider Use Rights

Worldwide English

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Introduction

These services provider use rights:

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

Effective Date. This edition of Microsoft Services Provider Use Rights is effective October 1, 2010.

Universal License Terms. The Universal License Terms apply to all products except as noted.

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

- Per Processor License
- Subscriber Access License (SAL)

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.

Internet based Services. Appendix 1 contains notices pertaining to Internet based services provided with the products.

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 except as noted for that licensing model; and
- any product-specific license terms for that product (included at the end of the licensing model section).

Products Licensed Under Both Licensing Models. You may license some products under either a Per Processor or SAL licensing model. These products are:

- HPC Pack 2008 R2 Enterprise
- SQL Server 2008 R2 Standard, Enterprise, and Workgroup
- Windows HPC Server 2008 R2 Suite
- Windows Server 2008 R2 HPC Edition
- Windows Server 2008 R2 Standard and Enterprise
- Microsoft Dynamics AX 2009
- Microsoft Dynamics C5 2010 (For use in Iceland and Denmark)
- Microsoft Dynamics GP 2010
- Microsoft Dynamics NAV 2009
- Microsoft Dynamics SL 7.0

Prior Editions of the Microsoft Services Provider Use Rights Document. These services provider use rights generally cover the most recent version of products that are available worldwide. For license terms for products that no longer appear in this edition of Microsoft Services Provider Use Rights, you will need to review a previous edition.

Introduction

To find the last edition of Microsoft Services Provider Use Rights document in which a product appeared, you can review the list maintained at <http://www.microsoftvolumelicensing.com/userights/DocumentSearch.aspx?Mode=3&DocumentTypeId=2>. If you do not have the edition of the Microsoft Services Provider Use Rights document you need, please contact your Microsoft Account Manager or software products reseller.

Summary Of Changes

We designed these product use rights to help you license and manage Microsoft products under the services provider licensing program. 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 policies.

Product additions. This update includes the following product additions:

- BizTalk Server 2010 Branch, Standard and Enterprise Editions
- Windows Small Business Server 2011 Premium Add-on
- Windows Small Business Server 2011 Standard
- SQL Server 2008 R2 Small Business
- System Center Configuration Manager 2007 R3
- System Center Configuration Manager 2007 R3 with SQL Server 2008 Technology
- Visual Studio Team Foundation Server 2010

Product deletions. This update includes the following product deletions:

- BizTalk Adaptor Pack 2.0
- BizTalk Server 2009 Branch, Standard and Enterprise Editions
- Forefront Protection 2010 for SharePoint for Internet Sites (Per Processor)
- Microsoft Exchange Hosted Archive Extra Storage
- Office Communications Server 2007 R2 Standard and Enterprise Editions
- Windows Small Business Server (SBS) 2008 Standard and Premium Editions
- SQL Server 2008 Small Business
- System Center Configuration Manager 2007 R2
- System Center Configuration Manager 2007 R2 with SQL Server 2005 Technology
- Web Anti-malware Subscription for Forefront Threat Management Gateway Medium Business Edition
- Windows Server 2008 for Windows Essential Server Solutions without Hyper-V

Clarifications and other changes. This update includes the following clarifications and changes:

- Clarified Windows HPC Server 2008 R2 to be Windows HPC Server 2008 R2 Suite
- [Updating References to Operating System Environment.](#)

We changed *operating system environment* to *OSE* in most places throughout this document. This terminology is relevant to use of our software with virtualization technology, a common scenario across all of our server products, as well as for the Windows desktop operating system. This change is intended to improve the readability of this document. See the Universal License Terms for details.

Universal License Terms

These license terms apply to your use of all Microsoft software and online services licensed under your services provider license agreement. Terms used and not defined in this Microsoft Services Provider Use Rights document have the meanings assigned to them in the services provider license agreement.

- A. Your Use Rights.** If you comply with your services provider license agreement, including these product use rights, 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)

You may not use different versions of different components, such as server software and additional software, unless the license terms for the product expressly permit you to do so.

- C. Applicable Use Rights.** The product use rights in the SPUR when Customer first provides software services with a version of a product remain in effect for the term of the agreement, subject to the following: (1) if Microsoft introduces a new version of a product and Customer uses the new version, Customer must abide by the use rights for the new version; and (2) if Customer provides software services with an earlier version of a product, the use rights for the version of the product in the SPUR when Customer first provides software services with the product under this agreement will apply, provided that if the product has components that are not part of the version originally used, any subsequent use rights specific to those components will apply to those components.
- D. "Cold" Disaster Recovery Rights.** For each instance of eligible server software licensed in the Per Processor licensing model that you run in a physical or virtual operating system environment (or OSE) on a licensed server, you may temporarily run a backup instance in a physical or virtual operating system environment (or OSE) 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, and (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.
- E. Rental on Service Devices and/or Rental Devices.** Rental on service devices and/or rental devices is not allowed except as expressly permitted herein.
- F. Third Party Programs.** If other terms come with a program licensed by a third party, those terms apply to your use of it.
- G. Pre-release Code.** If other terms come with pre-release code, those terms apply to your use of it.
- H. 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.
- I. 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 www.microsoftvolumelicensing.com/userights/TechLimit.aspx.
- J. 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.
- K. 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.

L. Product Activation. Some products and online services require activation and a Volume License (VL) key to install or access them. Activation associates the use of the software with a specific device. For information about when activation or a key is required, see the Product Activation section link on 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.

- If required for client software you can provide VL keys contained only on original media for applications requiring activation.
- You may use your KMS machines only to activate copies of the software licensed under your agreement.

i. KMS and Multiple Activation Key (MAK) Activation. 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://www.microsoft.com/licensing/existing-customers/product-activation.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 are not licensed 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.

ii. Proper Use of KMS. You may not provide unsecured access to your KMS machines over an uncontrolled network such as the Internet.

iii. Unauthorized Use of MAK or KMS Keys. 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.

M. Additional Functionality. We may provide additional functionality for the software or online services. Other license terms and fees may apply.

N. 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 Remote Desktop Services in Windows Server you need both a Windows Server SAL and a Remote Desktop Services SAL.

O. .NET Framework and PowerShell Software. The software for the products listed below contains Microsoft .NET Framework software and may contain PowerShell Software. These software components are part of Microsoft Windows. Except as provided in Benchmark Testing below, the license terms for Microsoft Windows apply to your use of these components.

- SQL Server 2008 R2
 - Visual Studio 2010 and Visual Studio Team (all products)
 - BizTalk Server 2010
- P. Consent to Use of Data.** We may collect and use technical information gathered as part of support services, if any, related to the software. We may use this information to improve our products or to provide customized services or technologies to you and your customers. We will not disclose this information in a form that personally identifies you.
- Q. Third Party Internet Sites.** You and your customers may link to third party Internet sites through the use of the products. We do not control the third party sites. We are not responsible for the contents of any third party sites, any links contained in third party sites, or any changes to third party sites. We are providing these links to third party sites only as a convenience. The inclusion of any link does not imply an endorsement by us of the third party site.
- R. No Transfer of Personally Identifiable Information.** The products do not transmit any personally identifiable information from your server to Microsoft computer systems without your consent.
- S. 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 client software that comes with it. This does not apply to the .NET Framework (see below) or to the following products: Live Communications Server, Systems Center Operations Manager, System Center Data Protection Manager, Systems Management Server, Virtual Server, Windows Server, and Windows Small Business Server. It, however, does apply to SQL Technology, if 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>.
- T. SQL Server Reporting Services Map Report Item.** The software may include features that retrieve content such as maps, images and other data through the Bing Maps (or successor branded) application programming interface (the "Bing Maps API") to create reports displaying data on top of maps, aerial and hybrid imagery. If these features are included, you may use these features to create and view dynamic or static documents only in conjunction with and through methods and means of access integrated in the software. You may not otherwise copy, store, archive, or create a database of the content available through the Bing Maps API. You may not use the Bing Maps API to provide sensor based guidance/routing, nor use any Road Traffic Data or Bird's Eye Imagery (or associated metadata) even if available through the Bing Maps API for any purpose. Your use of the Bing Maps API and associated content is also subject to the additional terms and conditions at go.microsoft.com/fwlink/?LinkId=21969.

You may not

- remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Microsoft or its suppliers that are included in the software, including any content made available to you through the software; or
 - publish the software, including any application programming interfaces included in the software, for others to copy; or
 - share or otherwise distribute documents, text or images created using the software Data Mapping Services features.
- U. 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 (or OSEs), 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.

V. Redistribution Software. The software or online service may include code that you are permitted to distribute in programs you develop (also known as redistribution software) if you comply with the terms below. For purposes of this subsection, “you” and “your” also includes your customers.

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 Visual Studio 2010 Professional Edition. The software may also contain the following Distributable Code. You may:
 - Microsoft Merge Modules. Copy and distribute the unmodified output of Microsoft Merge Modules;
 - MFCs, ATLS and CRTs. Modify the source code form of Microsoft Foundation Classes (MFCs), Active Template Libraries (ATLs), and C runtimes (CRTs) to design, develop and test your programs, and copy and distribute the object code form of your modified files under a new name;
 - MDAC. Copy and distribute the object code form of the MDAC_TYP.EXE file; and
 - Image Library. Copy and distribute images and animations in the Image Library as described in the software documentation. You may also modify that content. If you modify the content, it must be for use that is consistent with the permitted use of the unmodified content.

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

- add significant primary functionality to it in your programs;
- require distributors and end users to agree to terms that protect it at least as much as your services provider license agreement, including these product use rights;
- display your valid copyright notice on your programs; and
- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys’ fees, related to the distribution or use of your programs.

iii. Distribution Restrictions. You may not:

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

modification or distribution, that:

- the code be disclosed or distributed in source code form, or
- others have the right to modify it.

The following license terms apply to your use of the products.

- 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 (or OSE).** An “operating system environment” (or OSE) 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 (or OSEs), physical and virtual. A physical operating system environment (or OSE) 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 (or OSE). A virtual operating system environment (or OSE) 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 (or OSE)
 - ii. one or more virtual operating system environments (or OSEs)
- 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 (or OSE) under a single license, unless expressly permitted. This applies even if the operating system environments (or OSEs) 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 (or OSEs) use physical processors. A virtual processor is a processor in a virtual (or otherwise emulated) hardware system. Virtual operating system environments (or OSEs) use virtual processors. Solely for licensing purposes, a virtual processor is considered to have the same number of threads and cores as each physical processor on the underlying physical hardware system.

Licensing Model: Per Processor License

This section covers the products listed below (for products with an asterisk or LM, also refer to sections B and C, respectively).

1. BizTalk Server 2010 Branch and Standard Editions *^{LM}
2. BizTalk Server 2010 Enterprise Editions *^{LM}
3. Commerce Server 2009 Standard Edition^{LM}
4. Commerce Server 2009 Enterprise Edition^{LM}
5. HPC Pack 2008 R2 Enterprise *
6. Forefront Threat Management Gateway 2010 Standard and Enterprise^{LM}
7. Microsoft Dynamics AX 2009 *
8. Microsoft Dynamics C5 2010 (For use in Iceland and Denmark) *
9. Microsoft Dynamics GP 2010 *
10. Microsoft Dynamics NAV 2009*
11. Microsoft Dynamics SL 7.0*
12. SharePoint Server 2010 for Internet sites Enterprise *^{LM}
13. Provisioning System *
14. Search Server 2010
15. SQL Server 2008 R2 Standard and Workgroup *
16. SQL Server 2008 R2 Enterprise *^{LM}
17. SQL Server 2008 R2 Datacenter*^{LM}
18. SQL Server 2008 R2 Web *
19. Virtual Server 2005 R2 Enterprise Edition *
20. Windows Server 2008 R2 OEM Standard and OEM Enterprise *
21. Windows HPC Server 2008 R2 Suite *
22. Windows Server 2008 R2 HPC Edition *
23. Windows Server 2008 R2 Standard, Enterprise, Datacenter and for Itanium Based Systems *
24. Windows Server 2008 R2 Standard, Enterprise, Datacenter and for Itanium Based Systems for Outsourcing *
25. Windows Web Server 2008 R2 *

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.** The number of licenses required is based on either the total number of physical processors on the server (as described in option (i) below) or the number of virtual and physical processors used (as described in option (ii) below). For Enterprise Editions of the software, you may follow either option. For all other editions of the software, must follow option two.
- i) Unlimited Virtualization.** Under this option, the number of software licenses required for a server equals the total number of physical processors on that server. Counting and assigning licenses based on this option permits you to run the server software in one physical and any number of virtual operating system environments (or OSEs) without regard to the number of physical and virtual processors used. This option is available to you only for enterprise editions of the software.
- ii) Licensing based on Processors Used.** Under this option, the total number of software licenses required for a server equals the sum of the software licenses required under (A) and (B) below. This is the only option available to you for editions other than enterprise.
- (A) To run instances of the server software in the physical operating system environment (or OSE) on a server, you need a software license for each physical processor that the physical operating system environment (or OSE) uses.
- (B) To run instances of the server software in virtual operating system environments (or OSEs) on a server, you need a software license for each virtual processor¹ that each of those virtual operating system environments (or OSEs) uses. If a virtual operating system environment (or OSE) uses a fraction of a virtual processor, the fraction counts as a full virtual processor.

¹ A virtual processor is a processor in a virtual (or otherwise emulated) hardware system. Virtual operating system environments (or OSEs) use virtual processors. Solely for licensing purposes, a virtual processor is considered to have the same number of threads and cores as each physical processor on the underlying physical hardware system. So, for any given virtual operating system environment (or OSE) on a server on which each physical processor provides X logical processors, the number of licenses required is the sum of i) and ii) below:

- i.** one license for every X logical processors that virtual operating system environment (or OSE) uses
ii. one license if the number of logical processors it uses is not a whole number multiple of X

“X,” as used above, equals the number of cores, or where relevant, the number of threads in each physical 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 within 30 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.** Your right to run the software depends on the option used to determine the number of licenses required.

- a) Unlimited Virtualization.** If you assign to a server licenses equal to the total number of physical processors on the server:
- i)** 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 (or OSEs) on that server.

ii) You do not need to license virtual processors.

b) Licensing based on Processors Used. You may run, at any one time, any number of instances of the server software in physical and virtual operating system environments (or OSEs) on the licensed server. However, the total number of physical and virtual processors used by those operating system environments (or OSEs) cannot exceed the number of software licenses assigned to that server.

IV) Running Instances of the Client Software. You may run or otherwise use any number of instances of the client software listed in the table below in physical or virtual operating system environments (or OSEs) on any number of your devices or your customer's. You and your customers may use the client software only with the server software directly or indirectly through other client software.

Product	List of Client Software
BizTalk Server 2010 Branch, Standard and Enterprise Editions	For all editions of BizTalk Server 2010 <ul style="list-style-type: none"> • Administration and Monitoring Tools • BizTalk Server Related Schemas and Templates • 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 • UDDI • Business Rules Component • MQSeries Agent • BizTalk RFID Client and Tools • BizTalk RFID SDK • BizTalk RFID Mobile Only for BizTalk Server 2010 Branch Edition <ul style="list-style-type: none"> • BizTalk Adapter for SQL Server
Commerce Server 2009 Standard and Enterprise Editions	<ul style="list-style-type: none"> • Adapters • Schema Editor

	<ul style="list-style-type: none"> • Business User Interfaces
HPC Pack 2008 R2 Enterprise	<ul style="list-style-type: none"> • Client Utilities • Microsoft Message Passing Interface
Forefront Threat Management Gateway 2010 Enterprise Edition	<ul style="list-style-type: none"> • Forefront Threat Management Gateway Enterprise Management Server • Forefront Threat Management Gateway Management Console • Software Development Kit
Forefront Threat Management Gateway 2010 Standard Edition	<ul style="list-style-type: none"> • Forefront Threat Management Gateway Management Console • Software Development Kit
SQL Server 2008 R2 Standard, Enterprise, Datacenter, Web and Workgroup	<ul style="list-style-type: none"> • Business Intelligence Development Studio • Client Tools Backward Compatibility • Client Tools Connectivity • Client Tools Software Development Kit • Management Tools – Basic • Management Tools - Complete • SQL Client Connectivity SDK • SQL Server 2008 R2 Books Online • Microsoft Sync Framework
Virtual Server 2005 R2 Enterprise Edition	<ul style="list-style-type: none"> • Virtual Machine Remote Control
Windows HPC Server 2008 R2 Suite	<ul style="list-style-type: none"> • Client Utilities • Microsoft Message Passing Interface • Server Migration Tool • AD Migration Tool • FRS Monitoring Tools • Remote Desktop Connection Client • RSAT Client
Windows Server 2008 R2 HPC Edition	<ul style="list-style-type: none"> • Server Migration Tool • AD Migration Tool • FRS Monitoring Tools • Remote Desktop Connection Client • RSAT Client
Windows Server 2008 R2 Standard, Enterprise Datacenter and for Itanium Based Systems Windows Server 2008 R2 Standard, Enterprise Datacenter and for Itanium Based Systems for Outsourcing	<ul style="list-style-type: none"> • Ad Migration Tool • FRS Monitoring Tools • Remote Desktop Connection Client • RSAT Client • Server Migration Tool • Microsoft Application Virtualization Sequencer, Version 4.6

	<ul style="list-style-type: none">• Microsoft System Center Application Virtualization Streaming Server, Version 4.6• Microsoft System Center Application Virtualization Management Server, Version 4.6• Microsoft Application Virtualization Client for Remote Desktop Services, Version 4.6
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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 client software.
- b) You may store instances of the server software and client software on any of your servers or storage media.
- c) You may create and store instances of the server software and client software solely to exercise your right to run instances of the server software under the 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 Subscriber Access Licenses (SALs) Required for Access.** You do not need SALs 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 products in the SAL licensing model section of these product use rights apply to your use of these Management Packs.



Additional Terms for Online Services Products.

- a) **Different Terms for Online Services.** Certain terms in your services provider license agreement do not apply to online services, including the commitment to use rights. The differences are as follows:

License Terms Updates. We may update these license terms from time to time. If we do, your use of the online service under any existing license during the first 12 months of your subscription license term will be governed by these license terms without those updates. Despite this commitment on use rights, if we are required by law to change the license terms, those new terms will apply immediately. We will endeavor to notify you of updates at least 30 days before they are generally effective. 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 notice about the updates.

Online Service Updates. We may modify the functionality or features or release a new version of the online service from time to time. After an update, some functionality or features may not be available. If we update the online service and you do not use the updated online service, some features may not be available to you and your use of the online service may be interrupted.

Online Service Suspension. We may suspend the online service if:

- o we believe that your (including your user's) use of the online service represents a direct or indirect threat to our network function or integrity or anyone else's use of the online service;
- o we believe you or your user violated your services provider license agreement, including these product use rights;

- your (including your user's) use exceeds any quotas specified in the documentation for that online service; or
- if we are otherwise required by law to do so.

b) Online Service Expiration or Termination. Upon expiration or termination of your online service subscription, you must contact us and tell us whether to:

- disable your account and then delete your subscriber data; or
- retain your subscriber data in a limited function account for at least 90 days after expiration or termination of your subscription (the "retention period") so that you may extract the data.

If you indicate (1), you will not be able to extract your subscriber data from your account. If you indicate (2), you will reimburse us for any applicable costs. If you do not indicate (1) or (2), we will retain your subscriber data in accordance with (2).

Following the expiration of the retention period, we will disable your account and then delete your subscriber data.

No Liability for Deletion of Subscriber Data. You agree that, other than as described in these terms, 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 these terms.

c) Responsibility for Your Accounts. You are responsible for your passwords, if any, and all activity with your online service accounts including that of users you provision and dealings with third parties that take place through your account or associated accounts. You must keep your accounts and passwords confidential. You must tell us right away about any possible misuse of your accounts or any security incident related to the online service.

d) Use of Software with the Online Service. You may need to install certain Microsoft software in order to sign into and use the online service. If so, the following terms apply:

Microsoft Software License Terms. You may install and use the software on your devices only for use 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 online 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 need to use certain Microsoft web sites or services to access and use the online services. If so, the terms of use associated with those web sites or services, as applicable, apply to your use of them.

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

g) Your Subscriber Data. You may be able to submit subscriber data for use in connection with the online service. "Subscriber data" are all data, sound, or image files and software applications that are processed or accessed by the online service. Except for materials we license to you we do not claim ownership of subscriber data you submit for use with the online service. When you submit subscriber data for use with any online service that enables communication or collaboration with third parties, you acknowledge that those third parties may then be able to:

- Use, copy, distribute, display, publish, and modify your subscriber data;
- Publish your name in connection with the subscriber data; and
- Facilitate others' ability to do the same.

Some online services may offer functionality that restricts third parties' ability to do so. It is your responsibility to make use of that functionality as appropriate for your intended use of your subscriber data.

h) Privacy. Personal data collected through the online service may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. This includes any personal data you collect using the service. By using this online service, you consent to transfer of personal data outside of your country. You also agree to obtain sufficient authorization from persons providing personal data to you, to:

- transfer that data to Microsoft and its agents, and
- permit its transfer, storage and processing.

Our Use of Subscriber Data. We will not monitor your use of the online service, nor will we track, view, censor, edit, remove or disclose your subscriber data that are processed or accessed by the online service except to:

- provide, operate, and improve this and other Microsoft products and services;
- satisfy legal requirements, comply with law or respond to lawful requests or legal process;
- protect the rights or property of Microsoft or others, including the enforcement of our agreements or policies governing use of the online service; or
- act on a good faith belief that such access or disclosure is necessary to protect the personal safety of Microsoft employees, customers or the public.

i) Security of Subscriber Data. We will implement reasonable and appropriate technical and organizational measures, as described in the security overview applicable to the online service to help secure your subscriber data processed or accessed by the online service against accidental or unlawful loss, access, or disclosure. 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 services provider license agreement or any other non-disclosure or confidentiality agreement.

j) Scope of Use (Code of Conduct). You may not:

- use the online service in a way that is prohibited by any law, regulation or governmental order or decree in any relevant jurisdiction, or that violates others' legal rights;
- 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;
- falsify any protocol or email header information (e.g., "spoofing");
- use the online service to send "spam" (i.e., unsolicited bulk or commercial messages) or otherwise make available any offering designed to violate these terms (e.g., denial of service attacks, etc.);
- remove, modify, or tamper with any regulatory or legal notice or link that is incorporated into the online service.

k) Regulatory. We may modify or terminate the online service in any country where there is any current or future government requirement or obligation that subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there, presents a hardship for Microsoft to continue operating the online service without modification, and/or causes Microsoft to believe these terms or the online service may be in conflict with any such requirement or obligation. For example, we may modify or terminate the online service in connection with a government requirement that causes Microsoft to be regulated as a telecommunications provider.

l) 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 services provider license agreement .

m) 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 online service, or through a web site that we identify. Notice via email 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.

- n) **Limited Warranty.** Despite terms to the contrary in your license agreement, if any, the limited warranty does not apply to downtime or other interruption in access to online service or any other performance metrics that are addressed in the Service Level Agreement for the online service.
- o) **Product Availability.** The online services products may not be available in every geography.

B. License Mobility within Server Farms (applicable to products with ^{LM} in list preceding General License Terms).

Assigning Licenses and Using Software within a Server Farm.

You may determine the number of licenses you need, assign those licenses, and use the server software as provided in the General License Terms. Alternatively, you may apply the use rights below.

Server farm.

A server farm consists of up to two data centers each physically located:

- in a time zone that is within four hours of the local time zone of the other (Coordinated Universal Time (UTC) and not DST), and/or
- within the European Union (EU) and/or European Free Trade Association (EFTA).

Each data center may be part of only one server farm. You may reassign a data center from one server farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

License reassignment.

- License reassignment within a server farm. You may reassign software licenses to any of your servers located within the same server farm as often as needed. The prohibition against short-term reassignment does not apply to licenses assigned to servers located within the same server farm.
- License reassignment across server farms. You may reassign software licenses to any of your servers located in different server farms, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Determining the Number of Licenses Required.

Despite anything to the contrary in General License Terms about how to count virtual and physical processors, you need a number of licenses equal to or greater than the number of physical processors on licensed servers within a server farm at any one time supporting or used by operating system environments (or OSEs) in which instances of the software are running.

Running instances of the server software in a server farm.

For all server software covered under License Mobility with the exception of SQL Server 2008 R2 Enterprise: Because you are permitted to reassign licenses as needed, as long as you meet the following requirement, you may run the software in any number of operating system environments (or OSEs) within a server farm. The number of physical processors supporting or used by operating system environments (or OSEs) at any one time may not exceed the number of licenses assigned to servers within the farm.

For SQL Server 2008 R2 Enterprise: Because you are permitted to reassign licenses as needed, as long as you meet the following requirement, you may run the software in up to four operating system environments (or OSEs) within a server farm for each software license assigned. The number of physical processors supporting or used by operating system environments (or OSEs) at any one time may not exceed the number of licenses assigned to servers within the farm.

Alternative method of counting. Instead of counting the number of physical processors supporting virtual operating system environments (or OSEs), you may count the number of virtual processors being used by virtual operating system environments (or OSEs) in which instances are running. For purposes of this method of counting, disregard the statement in the Universal License Terms that a virtual processor is considered to have the same number of threads and cores as each

Per Processor License

of the underlying physical processors. You must assign a number of licenses equal to the sum of the greatest number of:

- virtual processors at any one time used by virtual operating system environments (or OSEs) in which instances of software are running and
- physical processors at any one time used by physical operating system environments (or OSEs) in which instances of software are running.

C. Exceptions and Additional Terms for Particular Products.

For BizTalk Server 2010 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 BizTalk Server 2010 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 (or OSE) that is part of a networked cluster of operating system environments (or OSEs) 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 (or OSE) that is part of a networked cluster of operating system environments (or OSEs) on the same server. It cannot be shared by more than one operating system environment (or OSE) in which you run the server software.

For Microsoft Dynamics AX 2009; Microsoft Dynamics GP 2010; Microsoft Dynamics NAV 2009; Microsoft Dynamics SL 7.0; Microsoft Dynamics C5 2010 (For use in Iceland and Denmark):

Components: You may only run instances of discrete pieces of functionality known as components on a per Processor basis along with your selected SAL edition. We may modify the list of components. For details on the Additional components available, please see <http://www.explore.ms>.

For those Components licensed under the Processor License model you need to only license and report one Processor License per “system database,” regardless of how many processors are used. A “system database” means the underlying database that controls your users and financial reporting units.

Examination requirements. In order to license and use the software, you (and any of your affiliates using the software) must meet the minimum examination requirements specified for the particular software at <http://www.explore.ms> or as provided by your software products reseller. You must notify us of your intent to license the software by using the process located at <http://www.explore.ms> or as provided by your software products reseller. You must also certify that you have complied with the applicable examination requirements. We will verify your compliance with the examination requirements before licensing the software to you. If an employee user leaves your employment and, as a result, you no longer meet the examination requirements, another employee user must meet the examination requirements within ninety (90) days. We may change the examination requirements at any time. Any increase in examination requirements, however, will become effective one year after your receipt of written notice from us.

License Keys. In order to install and use the functionality of the software products, you must obtain the appropriate license keys from Microsoft. Procedures to obtain such license keys will be published at www.explore.ms or as provided by your software products reseller.

Localizations and Translations. Click the following hyperlinks for a list of geographic regions and languages that Microsoft has localized and makes generally available for each Microsoft Dynamics software:

<http://www.microsoft.com/dynamics/en/us/products/ax-availability.aspx>
<http://www.microsoft.com/dynamics/en/us/products/gp-availability.aspx>
<http://www.microsoft.com/dynamics/en/us/products/nav-availability.aspx>
<http://www.microsoft.com/dynamics/en/us/products/sl-availability.aspx>

Microsoft Dynamics software includes features and functionality designed to address certain tax, financial or accounting laws and/or regulations, and commercial requirements, for the geographic regions for which it has been localized. Laws and regulations vary by region and the Microsoft Dynamics software does not address all laws, regulations or commercial requirements in these regions.

Microsoft understands there may be circumstances where you desire to use certain modules or functionality that was localized and/or translated in a particular region and use it outside of the geographic region for which it was created. Since laws and regulations vary by region, differences in laws or regulations may affect use of the desired functionality in regions for which it was not created. Microsoft does not make any representation, guarantee, warranty (express, implied or otherwise) or assurance about the performance or suitability of any localized and/or translated version of Microsoft Dynamics software (including any online services available through this software) that is used outside of the territory for which it was created and where Microsoft makes such software or services generally commercially available. Consult your tax professional for the geographic region where you intend to use this software to determine if the functionality is appropriate for use in that region.

If you desire to perform localizations and/or translations of Microsoft Dynamics software, you must have a current and valid Master Partner Localization and Translation License Agreement (MPLLA). For more information about the MPLLA and the Microsoft Dynamics Partner Localization and Translation Licensing Program, see <https://mbs.microsoft.com/partnersource/partneressentials/plp> or contact your Partner Account Manager.

For Office System Products:

Validation.

The software will from time to time request download of the validation feature of the software. Validation verifies that the software has been activated and is properly licensed. A validation check confirming that you are properly licensed permits you to use the software, certain features of the software or to obtain additional benefits. For more information, see www.microsoft.com/genuine/office/WhyValidate.aspx.

During or after a validation check, the software may send information about the software, the device and the results of the validation check to Microsoft. This information includes, for example, the version and product key of the software and the Internet protocol address of the licensed 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 or after a validation check, see www.microsoft.com/genuine/office/PrivacyInfo.aspx.

If, after a validation check, the software is found to be counterfeit, improperly licensed, or a non-genuine Office product then the functionality or experience of using the software may be affected. For example,

Microsoft may

- provide notice that the software is improperly licensed or a non-genuine Office product; and you may
- receive reminders to obtain a properly licensed copy of the software; or
- need to follow Microsoft's instructions to be licensed to use the software and reactivate; and you may not be able to 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 www.microsoft.com/genuine/downloads/faq.aspx.

For SharePoint Server 2010 for Internet Sites Enterprise:

All content, information, and applications accessible by internal users must also be accessible to external users. Servers that provide content, information, and applications that are limited to internal users, must be licensed with SharePoint Server 2010. "External users" means users that are not either (i) your customer's employees, or (ii) your customer's onsite contractors or agents. All other users are "internal users."

Running instances of the server software. Despite anything to the contrary in the General License Terms, SharePoint

Server 2010 for Internet Sites is not eligible to be licensed under the Unlimited Virtualization option (described as option (i)). You must use the Licensing based on Processors Used option (described as option (ii)) to license SharePoint Server 2010 for Internet Sites Enterprise.

Fast Search Server 2010

FAST Search Server 2010 is not part of the SharePoint Server 2010 for Internet Sites Enterprise license; you may not use FAST Search Server 2010 as part of your SharePoint Server 2010 for Internet Sites Enterprise application.

For Provisioning System:

Running Instances of the Server Software. You may run any number of instances of the server software on a server that is running Windows 2003 Editions. You may not separate component parts of the server software for use on more than one server.

Modification. You may modify, solely for integration with your other internal computer and server systems, only product files that are either (i) identified as .xml or .asp files, or (ii) not installed on the server as part of the product's setup program. Any permitted modifications you make to the product are not covered by the limited warranty in the services provider license agreement.

For SQL Server 2008 R2 Datacenter:

You need a software license for each physical processor on the server.

Running instances of the server software. You may run the server software in one physical and any number of virtual operating system environments (or OSEs) without regard to the number of physical and virtual processors used. You may run on the licensed server instances of Enterprise or Standard in place of Datacenter in any of the operating system environments (or OSEs).

For SQL Server 2008 R2 Enterprise:

Running instances of the server software. If you assign software licenses equal to the total number of physical processors on the server you may run the server software in only up to four operating system environments (or OSEs) on the server for each license assigned without regard to the number of physical and virtual processors used. You may run on the licensed server instances of Standard in place of Enterprise in any of these operating system environments (or OSEs).

SQL Server Control Point Limits. You may not enroll more than 25 instances of any version or edition of SQL Server software with the Control Point Utility in the server software at any one time.

For SQL Server 2008 R2 Web:

The software may be used only to support public and Internet accessible

- Web pages
- Web sites
- Web applications
- Web services

It may not be used to support line of business applications (e.g., Customer Relationship Management, Enterprise Resource Management and other similar applications).

For SQL Server 2008 R2 Standard, Enterprise, Datacenter, Workgroup and Web:

Fail-over Servers. For any operating system environment (or OSE) 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 (or OSE) for temporary support. The number of physical and virtual processors used in that separate operating system environment (or OSE) must not exceed the number of physical and virtual processors used in the corresponding operating system environment (or OSE) in which the active instances are running. You may run the passive fail-over instances on a server other than the licensed server.

For Virtual Server 2005 R2 Enterprise Edition:

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

For all Windows Server 2008 R2 and Windows Server 2008 Editions:

Testing, maintenance, and administration access: For each instance running in an operating system environment (or OSE), you may also permit up to two (2) other users to use or access the server software to directly or indirectly host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). This use is for the sole purpose of testing, maintenance, and administration of the licensed products. These users do not need Windows Server 2008 Remote Desktop Services SALs.

Data Storage Technology. The server software may include 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.

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.

Notices.

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/main/default.aspx>.

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/main/default.aspx>.

For HPC Pack 2008 R2 Enterprise*, Windows HPC Server 2008 R2 Suite* and Windows Server 2008 R2 HPC Edition*:

HPC Applications and 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 computers as a group (or "cluster").

Cluster Node. A "cluster node" runs clustered HPC applications or provides job scheduling services for HPC applications.

*See other Exceptions and Additional Terms below.

For HPC Pack 2008 R2 Enterprise:

Assigning the License to a Device. You may assign the license to a cluster node. If you assign the license to a cluster node, you may use the HPC Pack 2008 R2 Enterprise software as provided in the HPC Pack 2008 R2 Enterprise license terms.

HPC Services for Excel 2010. You may run an instance of HPC Services for Excel 2010 on one cluster node.

For Windows HPC Server 2008 R2 Suite*

The license terms for HPC Pack 2008 R2 for Enterprise apply to your use of the HPC Pack 2008 R2 Enterprise software.

For Windows HPC Server 2008 R2 Suite* and Windows Server 2008 R2 HPC Edition*:

You may run the server software:

- i. For the primary purpose of running a cluster node, and
- ii. In conjunction with other software only as necessary to permit security, storage, performance enhancement and systems management on a cluster node for the sole and dedicated purpose of supporting the clustered HPC applications.

You may not use the server software for any other purpose. For example, except as permitted in (ii) above, you may not use the server software as a general purpose server, database server, web server, e-mail server, print server, or file server.

*See other Exceptions and Additional Terms below.

For HPC Pack 2008 R2 Enterprise, Windows HPC Server 2008 R2 Suite, and Windows Server 2008 R2 HPC Edition:

The total number of software licenses required for a server equals the sum of the software licenses required under i) and ii) below.

- i) You need one software license for each physical processor on a server, which permits you to run on that server, at any one time:
 - one instance of the server software in one physical operating system environment (or OSE) , and
 - one instance of the server software in a virtual operating system environment (or OSE) .

If you run an instance in the virtual operating system environment (or OSE), the instance of the server software running in the physical operating system environment (or OSE) may be used only to:

- run hardware virtualization software, or
- provide hardware virtualization services, or
- run software to manage and service operating system environments (or OSEs) on the licensed server.

- ii) You need an additional software license for each physical processor on the server to run an additional instance of the server software in virtual operating system environments (or OSEs).

For Windows Server 2008 R2 OEM Standard and OEM Enterprise:

- Windows Server 2008 R2 Standard
- Windows Server 2008 R2 Enterprise

You may only use the server software that is pre-installed on a server that you purchased. The server software must be one of the Windows Server 2008 R2 OEM software products listed in the heading above. The installation and use rights for the server software are governed by the Software License Terms that accompanied the pre-installed server software; provided however, that access rights to the server software as hosted, in providing software services, and use of the client software in connection with software services are governed by these product use rights.

Windows Server 2008 Remote Desktop Services. You must acquire a Windows Server 2008 Remote Desktop Services SAL for each user that directly or indirectly is authorized to access the server software to host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). Please see the SAL licensing model section for a description of the SAL license.

Windows Server 2008 R2 Rights Management Services. You must acquire a Windows Server 2008 R2 Rights Management Services SAL for each user that directly or indirectly is authorized to access the Windows Server 2008 R2 Rights Management Services functionality. Please see the SAL licensing model section for a description of the SAL license.

Microsoft Application Virtualization 4.6 for Remote Desktop Services. You must acquire a Microsoft Windows Server 2008 Remote Desktop Services SAL for each user that directly or indirectly is authorized to access the Microsoft Application Virtualization 4.6 for Remote Desktop Services functionality. Please see the SAL licensing model section for a description of the SAL license.

For Windows Server 2008 R2 Standard, Enterprise, Datacenter and for Itanium Based Systems, and Windows Server 2008 R2 Standard, Enterprise, Datacenter and for Itanium Based Systems for Outsourcing:

Windows Server 2008 Remote Desktop Services. You must acquire a Windows Server 2008 Remote Desktop Services SAL for each user that directly or indirectly is authorized to access the server software to host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). Please see the SAL licensing model section for a description of the SAL license.

Windows Server 2008 R2 Rights Management Services. You must acquire a Windows Server 2008 R2 Rights Management Services SAL for each user that directly or indirectly is authorized to access the Windows Server 2008 R2 Rights Management Services functionality. Please see the SAL licensing model section for a description of the SAL license.

Microsoft Application Virtualization 4.6 for Remote Desktop Services. You must acquire a Microsoft Windows Server 2008 Remote Desktop Services SAL for each user that directly or indirectly is authorized to access the Microsoft Application Virtualization 4.6 for Remote Desktop Services functionality. Please see the SAL licensing model section for a description of the SAL license.

Windows Server 2008 R2 Standard and Standard for Outsourcing. The total number of software licenses required for a server equals the sum of the software licenses required under i) and ii) below.

- i) You need one software license for each physical processor on a server, which permits you to run on that server, at any one time:
 - one instance of the server software in one physical operating system environment (or OSE) , and
 - one instance of the server software in a virtual operating system environment (or OSE).

If you run an instance in the virtual operating system environment (or OSE), the instance of the server software running in the physical operating system environment (or OSE) may be used only to:

- run hardware virtualization software, or
- provide hardware virtualization services, or
- run software to manage and service operating system environments (or OSEs) on the licensed server.

- ii) You need an additional software license for each physical processor on the server to run an additional instance of the server software in virtual operating system environments (or OSEs).

Windows Server 2008 R2 Enterprise and Enterprise for Outsourcing. The total number of software licenses required for a server equals the sum of the software licenses required under i) and ii) below.

- i) You need one software license for each physical processor on a server, which permits you to run on that server, at any one time:
 - one instance of the server software in one physical operating system environment (or OSE) , and
 - four instances of the server software in virtual operating system environments (or OSEs). You may run only one instance per virtual operating system environment (or OSE). You may run an instance of Standard in place of Enterprise in any of these virtual operating system environments

(or OSEs).

If you run all five permitted instances at the same time, the instance of the server software running in the physical operating system environment (or OSE) may be used only to:

- run hardware virtualization software, or
- provide hardware virtualization services, or
- run software to manage and service operating system environments (or OSEs) on the licensed server.

ii) For each additional set of up to four instances of the server software that you run in virtual operating system environments (or OSEs), you need an additional software license for each physical processor on the server.

Windows Server 2008 R2 Datacenter and Datacenter for Outsourcing and Windows Server 2008 R2 for Itanium Based Systems and Windows Server 2008 R2 for Itanium Based Systems for Outsourcing. You need one software license for each physical processor on a server, which permits you to run on that server, at any one time,

- one instance of the server software in one physical operating system environment (or OSE), and
- any number of instances of the server software in virtual operating system environments (or OSEs) (only one instance per virtual operating system environment (or OSE)).

You may run on the licensed server an instance of Web, Standard or Enterprise in place of Datacenter in any operating system environment (or OSE).

For Windows Server 2008 R2 Standard, Enterprise, Datacenter and for Itanium Based Systems:

You may not use Windows Server Standard, Enterprise, Datacenter or for Itanium Based Systems to provide outsourcing services.

Outsourcing is an application or service which a Service Provider manages on behalf of its customer. For purposes of this definition, the managed application or service is:

- used by its customer's employees, contractors, agents, or vendors; and
- not the Service Provider's intellectual property.

For Windows Server 2008 R2 Standard, Enterprise, Datacenter and for Itanium Based Systems for Outsourcing:

You must use Windows Server Standard, Enterprise, Datacenter and for Itanium Based Systems for Outsourcing to provide outsourcing services.

Outsourcing is an application or service which a Service Provider manages on behalf of its customer. For purposes of this definition, the managed application or service is:

- used by its customer's employees, contractors, agents, or vendors; and
- not the Service Provider's intellectual property.

For Windows Web Server 2008 R2:

The total number of software licenses required for a server equals the sum of the software licenses required under (i) and (ii) below.

- To run one instance of the server software at any one time in either one physical operating system environment (or OSE) or one virtual operating system environment (or OSE) on a server, you need a software license for each physical processor on that server.
- To run each additional instance of the server software at any one time in either one physical operating system environment (or OSE) or one virtual operating system environment (or OSE), you need a software license for each physical processor on that server.

Limitations on Use.

You may use the software for the development and deployment of the Internet Web Solutions. "Internet Web solutions" are publicly accessible and consist solely of the following:

- Web pages
- Web sites
- Web applications

Per Processor License

- Web services
- POP3 mail serving

You may use the software to run:

- Web server software (for example, Microsoft Internet Information Services), and management or security agents (for example, the System Center Operations Manager agent);
- Database engine software (for example, Microsoft SQL Server) solely to support Internet Web solutions;
- The Domain Name System (DNS) service to provide resolution of Internet names to IP addresses as long as that is not the sole function of the instance of the software.

Any other usage of the software is not permitted.

Licensing Model: Subscriber Access License

This section covers the products listed below (for products with an asterisk, also refer to section B).

1. Business Productivity Standard Suite *
2. Dynamics CRM 4.0 Service Provider *
3. Exchange Server 2010 Standard and Enterprise *
4. Expression Encode Pro 4*
5. Expression Studio 4 Ultimate *
6. Expression Studio 4 Web Professional
7. Forefront Client Security with SQL Server 2005 Technology
8. Forefront Identity Manager 2010
9. Forefront Online Protection for Exchange *
10. Forefront Protection 2010 for Exchange Server *
11. Forefront Security for Office Communications Server *
12. Forefront Protection 2010 for SharePoint *
13. Forefront Threat Management Gateway Web Protection Service
14. Forefront Unified Access Gateway 2010
15. HPC Pack 2008 R2 Enterprise
16. Microsoft Application Virtualization Hosting for Desktops *
17. Microsoft Dynamics AX 2009 *
18. Microsoft Dynamics C5 2010 (For use in Iceland and Denmark) *
19. Microsoft Dynamics GP 2010 *
20. Microsoft Dynamics NAV 2009 *
21. Microsoft Dynamics SL 7.0 *
22. Microsoft Exchange Hosted Archive *
23. Microsoft Exchange Hosted Encryption *
24. Office Live Meeting Professional
25. Office Live Meeting Standard
26. Office Multi Language Pack 2010 *
27. Project 2010 Standard and Professional *
28. Project Server 2010 *
29. SharePoint Server 2010
30. Office Standard 2010 * †
31. Office Professional Plus 2010* †
32. Visio 2010 Standard, Professional and Premium *
33. SQL Server 2008 R2 Standard, Enterprise, Workgroup and Small Business*
34. SQL Server 2008 R2 OEM Versions Standard and Enterprise
35. System Center Configuration Manager 2007 R3 *
36. System Center Configuration Manager 2007 R3 with SQL Server 2008 Technology *
37. System Center Data Protection Manager 2010 *
38. System Center Operations Manager 2007 R2 *
39. System Center Operations Manager 2007 R2 with SQL Server 2008 Technology *
40. System Center Service Manager 2010 *
41. System Center Service Manager 2010 with SQL Server 2008 Technology *
42. System Center Virtual Machine Manager 2008 R2 *
43. Visual Studio 2010 Professional *
44. Visual Studio 2010 Premium*
45. Visual Studio 2010 Ultimate *
46. Visual Studio 2010 Test Professional *
47. Visual Studio Team Foundation Server 2010
48. Visual Studio Team Foundation Server 2010 with SQL Server 2008 Technology *
49. Visual Studio Team Explorer Everywhere 2010 *

50. Windows HPC Server 2008 R2 Suite*
51. Windows Server 2008 R2 HPC Edition *
52. Windows Small Business Server 2011 Standard*
53. Windows Small Business Server 2011 Premium Add-on*
54. Windows Server 2008 R2 OEM *
55. Windows Server 2008 R2 Standard and Enterprise *
56. Windows Server 2008 for Windows Essential Server Solutions
57. Windows 7 Professional Upgrade *

† Component products in the suite are available separately with separate SALs.

A. General License Terms. You have the rights below for each corresponding Subscriber Access License (SAL) you acquire.

I) Licensing Requirements and/or Use Rights.

1) Server Software. (See sections below for Management Server, Desktop and Online Services Use Rights.)

b) Subscriber Access Licenses (SALs).

- i. You must acquire and assign a SAL to each user that is authorized to access your instances of the server software directly or indirectly, regardless of actual access of the server software. Device SALs are not available except for products that we designate in section B (Exceptions and Additional Terms for Specific Products). A hardware partition or blade is considered to be a separate device. The appropriate SAL for each product is listed in the table below.
- ii. You do not need SALs for any software licensed with a Per Processor license.
- iii. All server software access requires base SALs, and some software functionality requires additive SALs. Both types are listed in the table below. You need both the product's base SAL and additive SAL to access functionality listed by name below.

Product or Functionality	List of SALs
Dynamics CRM 4.0 Service Provider	<ul style="list-style-type: none"> • Dynamics CRM 4.0 SAL
Dynamics AX 2009, Dynamics NAV 2009, Dynamics GP 2010, and Dynamics SL 7.0 – Advanced Management Editions	<ul style="list-style-type: none"> • Dynamics AM Full User SAL • Dynamics AM Light User SAL • Dynamics AM ESS User SAL • Dynamics AM POS Device SAL (For AX 2009 only)
Dynamics AX 2009, Dynamics NAV 2009, Dynamics GP 2010, and Dynamics SL 7.0 – Business Essentials Editions	<ul style="list-style-type: none"> • Dynamics BE Full User SAL • Dynamics BE Light User SAL
Dynamics C5 2010	<ul style="list-style-type: none"> • Dynamics C5 2010 Basic SAL • Dynamics C5 2010 Advanced SAL
Exchange Server 2010 Standard and Enterprise	<ul style="list-style-type: none"> • Exchange Server 2010 Hosted Exchange Basic SAL, or • Exchange Server 2010 Hosted Exchange Standard SAL, or • Exchange Server 2010 Hosted Exchange Standard Plus SAL, or • Exchange Server 2010 Hosted Exchange Enterprise SAL, or • Exchange Server 2010 Hosted Exchange Enterprise Plus SAL, or • Business Productivity Standard Suite SAL
HPC Pack 2008 R2 Enterprise	<ul style="list-style-type: none"> • HPC Pack 2008 R2 Enterprise SAL
Forefront Identity Manager 2010	<ul style="list-style-type: none"> • Forefront Identity Manager 2010 SAL

Forefront Unified Access Gateway 2010	<ul style="list-style-type: none"> • Forefront Unified Access Gateway 2010 SAL
Microsoft Application Virtualization 4.6 for Remote Desktop Services	<ul style="list-style-type: none"> • Windows Server 2008 Remote Desktop Services SAL
Project Server 2010	<ul style="list-style-type: none"> • Project Server 2010 SAL
SharePoint Server 2010	<ul style="list-style-type: none"> • SharePoint Server 2010 Standard SAL, or • Business Productivity Standard Suite SAL
SharePoint Server 2010 Business Connectivity Services Line of Business Webparts Office 2010 Business Connectivity Services Client Integration Access Services InfoPath Forms Services Excel Services Visio Services PerformancePoint Services Custom Analytics Reports Advanced Charting	<ul style="list-style-type: none"> • SharePoint Server 2010 Enterprise SAL (also requires SharePoint 2010 Standard SAL)
SQL Server 2008 R2 Small Business	<ul style="list-style-type: none"> • SQL Server 2008 R2 Small Business SAL, or • SQL Server 2008 R2 Enterprise SAL, or • SQL Server 2008 R2 Enterprise OEM SAL, or • SQL Server 2008 R2 Standard SAL, or • SQL Server 2008 R2 Standard OEM SAL, or • Windows Small Business Server 2011 Premium Add-on SAL (for any user or device that is accessing instances of the server software that are within a SBS domain)
SQL Server 2008 R2 (including OEM versions) Standard	<ul style="list-style-type: none"> • SQL Server 2008 R2 Standard SAL, or • SQL Server 2008 R2 Standard OEM SAL, or • Windows Small Business Server 2011 Premium Add-on SAL (for any user or device that is accessing instances of the server software that are within an Small Business Server (SBS) domain)

SQL Server 2008 R2 (including OEM versions) Standard and Enterprise	<ul style="list-style-type: none"> • SQL Server 2008 R2 Standard SAL, or • SQL Server 2008 R2 Standard OEM SAL, or • SQL Server 2008 R2 Enterprise SAL, or • SQL Server 2008 R2 Enterprise OEM SAL, or • Windows Small Business Server 2011 Premium Add-on SAL (for any user or device that is accessing instances of the server software that are within an SBS domain)
SQL Server 2008 R2 Workgroup	<ul style="list-style-type: none"> • SQL Server 2008 R2 Workgroup SAL • Windows Small Business Server 2011 Premium Add-on SAL (for any user or device that is accessing instances of the server software that are within an SBS domain)
Visual Studio Team Foundation Server 2010 with SQL Server 2008 Technology	<ul style="list-style-type: none"> • Visual Studio Team Foundation Server 2010 SAL
Visual Studio Team Foundation Server 2010 with SQL Server 2008 Technology (Basic Configuration)	<ul style="list-style-type: none"> • Visual Studio Team Foundation Server 2010 Basic SAL
Windows Server 2008 R2 Enterprise	<ul style="list-style-type: none"> • Windows Server 2008 R2 Enterprise SAL, or • Windows Small Business Server 2011 Standard SAL (for any user or device that is accessing instances of the server software that are within an SBS domain), or • Windows Small Business Server 2011 Premium Add-on SAL (for any user or device that is accessing instances of the server software that are within an SBS domain),
Windows Small Business Server 2011 Premium Add-on	<ul style="list-style-type: none"> • Windows Small Business Server 2011 Premium Add-on SAL
Windows HPC Server 2008 R2 Suite	<ul style="list-style-type: none"> • Windows HPC Server 2008 R2 Suite SAL
Windows Server 2008 HPC R2 Edition	<ul style="list-style-type: none"> • Windows Server 2008 HPC R2 Edition SAL
Windows Server 2008 R2 OEM	<ul style="list-style-type: none"> • Windows Server 2008 R2 OEM SAL
Windows Server 2008 R2 Rights Management Services	<ul style="list-style-type: none"> • Windows Server 2008 R2 Rights Management Services SAL
Windows Server 2008 R2 Standard	<ul style="list-style-type: none"> • Windows Server 2008 R2 Standard SAL, or • Windows Small Business Server 2011 Standard SAL (for any user or device that is accessing instances of the server software that are within an SBS domain), or

	<ul style="list-style-type: none"> Windows Small Business Server 2011 Premium Add-on SAL (for any user or device that is accessing instances of the server software that are within an SBS domain)
Windows Server 2008 for Windows Essential Server Solutions	<ul style="list-style-type: none"> Windows Server 2008 for Windows Essential Server Solutions SAL
	<ul style="list-style-type: none">
Windows Server 2008 Remote Desktop Services	<ul style="list-style-type: none"> Windows Server 2008 Remote Desktop Services SAL
Windows Small Business Server 2011 Standard Edition	<ul style="list-style-type: none"> Windows Small Business Server 2011 Standard SAL

- c) **Types of SALs.** There are three types of SALs: one for devices, one for users and one for qualified educational users ("students"). Each device SAL (for products permitting device SALs) permits one device, used by any user, to access instances of the server software on your servers. Each user SAL permits one user, using any device, to access instances of the server software on your servers. Some products have student SAL offerings which require qualification through the Qualified Educational Customer Addendum. Like user SALs, each student SAL permits one user, using any device, to access instances of the server software on your servers.
- d) **SALs for SA.** SALs for SA may be acquired and assigned to users who have also been assigned a qualifying Client Access License ("CAL") with active Software Assurance ("SA") acquired under a Microsoft Volume Licensing Program or who uses a device to which a qualifying Device CAL with active Software Assurance coverage has been assigned. You may not acquire SALs for SA for more than one user for any given qualifying CAL. Use rights for SALs for SA are identical to their corresponding SALs, as defined in this document. The right to assign a SAL for SA to a user or device expires when the Software Assurance coverage for the qualifying CAL expires. Use of a SAL for SA does not invalidate the use rights of the qualifying CAL. SALs for SA may only be reassigned, and must be reassigned, when and as the qualifying CAL is reassigned. For more information on ordering SALs for SA and the order validation process, please see <http://www.explore.ms> or contact your software products reseller.

SALs available for SA customers and their qualifying CALs are listed in the table below.

SAL for SA	Qualifying CAL
Business Productivity Standard Suite SAL (for Core CAL Suite SA)	<ul style="list-style-type: none"> Core CAL Suite
Business Productivity Standard Suite SAL (for Enterprise CAL Suite SA)	<ul style="list-style-type: none"> Enterprise CAL Suite
Hosted Exchange Standard SAL	<ul style="list-style-type: none"> Exchange Server 2010 Standard CAL, or Core CAL Suite, or Enterprise CAL Suite
SharePoint Server Standard SAL	<ul style="list-style-type: none"> SharePoint Server 2010 Standard CAL, or

	<ul style="list-style-type: none"> • Core CAL Suite, or • Enterprise CAL Suite
Office Live Meeting Standard or Professional User SAL	<ul style="list-style-type: none"> • Enterprise CAL Suite

e) Reassignment of SALs. You may:

- i. permanently reassign your device SAL from one device to another, or your user SAL from one user to another, or
- ii. temporarily reassign your device SAL to a loaner device while the first device is out of service, or your user SAL to a temporary worker while the user is absent.

f) Software.

i. Running Instances of the Server Software. You may run or otherwise use any number of instances of the server software in physical or virtual operating system environments (or OSEs) on any number of devices.

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

Product	List of Client Software
Dynamics CRM 4.0 Service Provider	<ul style="list-style-type: none"> • Dynamics CRM 4.0 for Microsoft Office Outlook • Dynamics CRM 4.0 Connector for Microsoft SQL Server Reporting Services • Dynamics CRM 4.0 E-mail Router • Dynamics CRM 4.0 Data Migration Manager • Dynamics CRM 4.0 Language Packs
Exchange Server 2010 Standard and Enterprise	<ul style="list-style-type: none"> • Exchange Management Tools
Forefront Identity Manager 2010	<ul style="list-style-type: none"> • Microsoft Password Change Notification Service • FIM Certificate Management Client • FIM Certificate Management Bulk Issuance Client
Forefront Unified Access Gateway 2010	<ul style="list-style-type: none"> • None
HPC Pack 2008 R2 Enterprise	<ul style="list-style-type: none"> • Client Utilities • Microsoft Message Passing Interface
Project Server 2010	<ul style="list-style-type: none"> • Software Development Kit (SDK)

SharePoint Server 2010	<ul style="list-style-type: none"> • Software Development Kit (SDK)
SQL Server 2008 R2 (including OEM versions) Workgroup, Standard, Small Business and Enterprise	<ul style="list-style-type: none"> • Business Intelligence Development Studio • Client Tools Backward Compatibility • Client Tools Connectivity • Client Tools Software Development Kit • Management Tools – Basic • Management Tools - Complete • SQL Client Connectivity SDK • Microsoft Sync Framework • SQL Server 2008 R2 Books Online
Visual Studio Team Foundation Server 2010 with SQL Server 2008 Technology	<ul style="list-style-type: none"> • Team Explorer • Team Foundation Build • Team Foundation Server SharePoint Extensions
Windows HPC Server 2008 R2 Suite	<ul style="list-style-type: none"> • Client Utilities • Microsoft Message Passing Interface • Server Migration Tool • AD Migration Tool • FRS Monitoring Tools • Remote Desktop Connection Client • RSAT Client
Windows Server™ 2008 R2 HPC Edition	<ul style="list-style-type: none"> • Server Migration Tool • AD Migration Tool • FRS Monitoring Tools • Remote Desktop Connection Client • RSAT Client
Windows Server 2008 R2 Standard and Enterprise	<ul style="list-style-type: none"> • AD Migration Tool • FRS Monitoring Tools • Remote Desktop Connection Client • RSAT Client • Server Migration Tool • Microsoft Application Virtualization Sequencer, Version 4.6 • Microsoft System Center Application Virtualization Streaming Server, Version 4.6 • Microsoft System Center Application Virtualization Management Server, Version 4.6 • Microsoft Application Virtualization Client for Remote Desktop Services, Version 4.6

Windows Server 2008 for Windows Essential Server Solutions	<ul style="list-style-type: none"> • AD Migration Tool • FRS monitoring tools • Remote Desktop Connection Client • RSAT Client
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- iii. **Creating and Storing Instances on Your Servers or Storage Media.** You have the additional rights below for each software license you acquire.
- You may create any number of instances of the server software and client software.
 - You may store instances of the server software and client software on any of your servers or storage media.
 - You may create and store instances of the server software and client software solely to exercise your right to run instances of the server software under the software licenses as described above (e.g., you may not distribute instances to third parties).
- iv. **License terms for SQL Server 2005 Technology.** If your edition of the software includes SQL Server Technology, you may run, at any one time, one instance of that technology in one physical or virtual operating system environment (or OSE) on one server solely to support that software. You do not need SQL Server SALs 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 (or OSE) for temporary support. You may run that instance on a server other than the licensed server.
- v. **Management Packs.** The software may contain Management Packs. The license terms for the applicable System Center products in this SAL licensing model section apply to your use of the Management Packs.

2) Management Servers.

a) Management Subscriber Access Licenses (SALs).

- i. You must acquire and assign to a device or user, the appropriate category and type of SAL for the operating system environments (or OSEs) you will use your instances of the server software to directly or indirectly manage.
- ii. **Categories of SALs.** There are two categories of SALs: client and server. The category of SAL required depends on the operating system software running within an OSE. Managed OSEs running server operating system software require server SALs. All other managed OSEs require client SALs. A single device may have a mix of managed OSEs, including a subset running server operating systems. If so you will need a mix of the two categories for that device.
- i) **Two Types of Client SALs.** There are two types of client SALs: one for managed OSEs and one for users.
- OSE client SALs permit your instances of the server software to manage an equal number of OSEs used by any users.
 - User client SALs permit your instances of the server software to manage the OSEs used by each user to whom a user client SAL is assigned. If you have more than one user using an OSE, and you are not licensing by OSE, you must assign user client SALs to each of the users.
 - Client SALs do not permit management of any OSE running a server operating system.
- ii) **One Type of Server SAL.** There is no user option for server SALs. The OSE server SAL is the only type of server SAL you can acquire. OSE server SALs permit your instances of the server software to manage an equal number of OSEs. While there is only one type of server SAL, there may be up to two editions. If there is more than one edition of server SAL, the edition

you need depends on the workload that is managed. If you are managing a virtual OSE on the licensed device and the physical OSE is being used solely to run hardware virtualization software, provide hardware virtualization services, and run software to manage and service operating system environments (or OSEs) on that device, then you may manage that virtual OSE and the physical OSE under a single server SAL.

Your server SALs do not permit management of any OSE running any operating system software other than server operating system software.

b) Assigning Management Licenses.

- i. If you acquire user client SALs, you must assign them to the users of the OSEs your instances of the server software manage.
- ii. If you acquire OSE client or server SALs, 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 SALs assigned to that device (except in the case where you are permitted to manage the physical OSE and a virtual OSE under a single server SAL as provided above).
- iii. The appropriate management SALs:
 - server or client
 - OSE or user (if any)for each product is listed in the table below.
- iv. For purposes of this paragraph, to “manage” an OSE means to
 - solicit or receive data about,
 - configure, or
 - give instructions tothe hardware or software associated with the OSE, other than to discover the presence of a device.
- v. You do not need a management SAL for
 - any OSEs in which no instances of software are running,
 - any devices functioning only as network infrastructure devices (OSI layer 3 or below), or
 - any of your devices for which you are exclusively performing out of band management. Out of band management consists of interaction via a network connection with a hardware management controller to monitor or manage the status of hardware components (e.g., system temperature, fan speed, power on/off, system reset, CPU availability). Monitoring utilization of CPU, RAM, NIC, or storage is considered indirect management of the OSE and requires a management license.
- vi. With any instance of the server software on your servers, you may manage
 - i. any number of OSEs on a device, once you assign an equal number of management SALs to that device.
 - ii. the OSEs users use, once you assign management SALs to those users.However, you may manage the physical OSE and any virtual OSE under a single server SAL, if you use the physical OSE for the limited purposes described above.

c) Server Management License Suites. As exceptions to the license terms generally governing management of OSEs under server management SALs:

You may manage at any one time up to four OSEs running on your devices to which a System Center Server Management Suite Enterprise SAL is assigned. If you are managing four virtual OSEs on the licensed device and the physical OSE is being used solely to run hardware virtualization software, provide

hardware virtualization services, and run software to manage and service operating system environments (or OSEs) on that device, then you may also manage the physical OSE.

You may manage any number of OSEs running on a device to which a System Center Server Management Suite Datacenter SAL is assigned. You need a System Center Server Management Suite Datacenter SAL for each physical processor in the device. System Center Server Management Suite Datacenter SALs permit management by earlier versions of these System Center Management Server products.

Product or Functionality (or Workload)	Category and List of SALs
<p>System Center Configuration Manager 2007 R3 and System Center Configuration Manager 2007 R3 with SQL Server 2008 Technology</p> <p>(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.)</p> <p>Basic Operating System Workloads means</p> <ul style="list-style-type: none"> • these basic operating system utilities: System Resource Manager, Password Change Notification, Baseline Security Analyzer, Reliability and Availability Services, • these file and print service workloads: Print Server, Distributed File System (DFS), File Replication Service (FRS), Network File System (NFS), File Transfer Protocol (FTP), and Windows SharePoint Services, and • these networking service workloads: Distributed Naming Service (DNS), Dynamic Host Configuration Protocol (DHCP), and Windows Internet Naming Service (WINS), and • these security workloads: Firewall, Proxy, Intrusion detection and prevention, Anti-virus management, Application security gateway, Content filtering (which includes URL filtering and Spam), Network forensics, Security information management, and Vulnerability assessment in order to safeguard the network and host. 	<p>For System Center Configuration Manager 2007 R3 Server SALs (Standard):</p> <ul style="list-style-type: none"> • System Center Configuration Manager 2007 R3 Standard Server SAL <p>For System Center Configuration Manager 2007 R3 with SQL Server Technology Server SALs (Standard):</p> <ul style="list-style-type: none"> • System Center Configuration Manager 2007 R3 with SQL Server 2008 Technology Standard Server SAL
<p>System Center Configuration Manager 2007</p>	<p>For System Center Configuration Manager 2007 R3</p>

<p>R3 and System Center Configuration Manager 2007 R3 with SQL Server 2008 Technology</p> <p>(Management by instances of the server software using DCM of:</p> <ul style="list-style-type: none"> • IT Compliance and Governance configurations • Basic Operating System Workloads • All other operating system utilities, service workloads, as well as any applications running in the licensed OSE.) 	<p>Server SALs (Enterprise):</p> <ul style="list-style-type: none"> • System Center Configuration Manager 2007 R3 Enterprise Server SAL, or • System Center Server Management Suite Enterprise SAL, or • System Center Server Management Suite Datacenter SAL <p>For System Center Configuration Manager 2007 R3 with SQL Server Technology</p> <p>Server SALs (Enterprise):</p> <ul style="list-style-type: none"> • System Center Configuration Manager 2007 R3 with SQL Server 2008 Technology Enterprise Server SAL, or • System Center Server Management Suite Enterprise SAL, or • System Center Server Management Suite Datacenter SAL
<p>System Center Configuration Manager 2007 R3 and System Center Configuration Manager 2007 R3 with SQL Server 2008 Technology</p>	<p>For System Center Configuration Manager 2007 R3 Client SAL:</p> <ul style="list-style-type: none"> • System Center Configuration Manager 2007 R3 Client SAL <p>For System Center Configuration Manager 2007 R3 with SQL Server 2008 Technology Client SAL:</p> <ul style="list-style-type: none"> • System Center Configuration Manager 2007 R3 with SQL Server 2008 Technology Client SAL
<p>System Center Data Protection Manager 2010</p> <p>(Basic file backup and recovery management by instances of the server software of</p> <ul style="list-style-type: none"> • operating system components • utilities • service workloads <p>running in the licensed OSE.</p> <ul style="list-style-type: none"> • these security workloads: Firewall, Proxy, Intrusion detection and prevention, Anti-virus management, Application security gateway, Content filtering (which includes URL filtering and Spam), Network forensics, Security information management, and Vulnerability assessment in order to safeguard the network and host.) 	<p>Server SAL (Standard):</p> <ul style="list-style-type: none"> • System Center Data Protection Manager 2010 Standard Server SAL

<p>System Center Data Protection Manager 2010</p> <p>(Backup and recovery, including basic file backup and recovery, by instances of the server software of</p> <ul style="list-style-type: none"> • the server system state • all operating system components • all utilities • all server workloads • any applications <p>running in the licensed OSE.)</p>	<p>Server SAL (Enterprise):</p> <ul style="list-style-type: none"> • System Center Data Protection Manager 2010 Enterprise Server SAL, or • System Center Server Management Suite Enterprise SAL, or • System Center Server Management Suite Datacenter SAL
<p>System Center Data Protection Manager 2010</p>	<p>Client SAL:</p> <ul style="list-style-type: none"> • System Center Data Protection Manager 2010 Client SAL, or • System Center Client Management Suite SAL
<p>System Center Operations Manager 2007 R2 and System Center Operations Manager 2007 R2 with SQL Server 2008 Technology</p> <p>(Management by instances of the server software of only Basic Operating System Workloads running in the licensed OSE).</p> <p>Basic Operating System Workloads means</p> <ul style="list-style-type: none"> • these basic operating system utilities: System Resource Manager, Password Change Notification, Baseline Security Analyzer, Reliability and Availability Services, • these file and print service workloads: Print Server, Distributed File System (DFS), File Replication Service (FRS), Network File System (NFS), File Transfer Protocol (FTP), and Windows SharePoint Services, • these networking service workloads: Distributed Naming Service (DNS), Dynamic Host Configuration Protocol (DHCP), and Windows Internet Naming Service (WINS), and • these security workloads: Firewall, Proxy, Intrusion detection and prevention, Anti-virus management, Application security gateway, Content filtering (which includes URL filtering and Spam), Network forensics, Security information 	<p>For System Center Operations Manager 2007 R2 Server SALs (Standard):</p> <ul style="list-style-type: none"> • System Center Operations Manager 2007 R2 Standard Server SAL <p>For System Center Operations Manager 2007 R2 with SQL Server 2008 Technology Server SALs (Standard):</p> <ul style="list-style-type: none"> • System Center Operations Manager 2007 R2 with SQL Server 2008 Technology Standard Server SAL

<p>management, and Vulnerability assessment in order to safeguard the network and host.</p> <p>Microsoft may expand the list of Basic Operating System Workloads by posting updates at http://go.microsoft.com/?linkid=4426611.</p>	
<p>System Center Operations Manager 2007 R2 and System Center Operations Manager 2007 R2 with SQL Server 2008 Technology</p> <p>(Management by instances of the server software of</p> <ul style="list-style-type: none"> • Basic Operating System Workloads • all other operating system utilities • all other service workloads • any applications <p>running in the licensed OSE.)</p>	<p>For System Center Operations Manager 2007 R2 Server SALs (Enterprise):</p> <ul style="list-style-type: none"> • System Center Operations Manager 2007 R2 Enterprise Server SAL, or • System Center Server Management Suite Enterprise SAL, or • System Center Server Management Suite Datacenter SAL <p>For System Center Operations Manager 2007 R2 with SQL Server 2008 Technology Server SALs (Enterprise):</p> <ul style="list-style-type: none"> • System Center Operations Manager 2007 R2 with SQL Server 2008 Technology Enterprise Server SAL, or • System Center Server Management Suite Enterprise SAL, or • System Center Server Management Suite Datacenter SAL
<p>System Center Operations Manager 2007 R2 and System Center Operations Manager 2007 R2 with SQL Server 2008 Technology</p> <p>(Management by instances of the server software of</p> <ul style="list-style-type: none"> • Basic Operating System Workloads • Internet Information Services (IIS) or similar technology • SQL Web or similar database technology used solely in the same manner as SQL Web) 	<p>For System Center Operations Manager 2007 R2 Server SAL (Web):</p> <ul style="list-style-type: none"> • System Center Operations Manager 2007 R2 Web Server SAL <p>For System Center Operations Manager 2007 R2 with SQL Server 2008 Technology Server SAL (Web):</p> <ul style="list-style-type: none"> • System Center Operations Manager 2007 R2 with SQL Server 2008 Technology Web Server SAL
<p>System Center Operations Manager 2007 R2 and System Center Operations Manager 2007 R2 with SQL Server 2008 Technology</p>	<p>For System Center Operations Manager 2007 Client SAL:</p> <ul style="list-style-type: none"> • System Center Operations Manager 2007 Client SAL, or • System Center Client Management Suite SAL

	<p>For System Center Operations Manager 2007 R2 with SQL Server 2008 Technology</p> <p>Client SAL:</p> <ul style="list-style-type: none"> • System Center Operations Manager 2007 R2 with SQL Server 2008 Technology Client SAL, or • System Center Client Management Suite SAL
<p>System Center Service Manager 2010 and System Center Service Manager 2010 with SQL Server 2008 Technology</p>	<p>For System Center Service Manager 2010</p> <p>Server SAL:</p> <ul style="list-style-type: none"> • System Center Service Manager 2010 Server SAL, or • System Center Server Management Suite Enterprise SAL, or • System Center Server Management Suite Datacenter SAL <p>For System Center Service Manager 2010 with SQL Server 2008 Technology</p> <p>Server SAL:</p> <ul style="list-style-type: none"> • System Center Service Manager 2010 with SQL Server 2008 Technology Server SAL, or • System Center Server Management Suite Enterprise SAL, or • System Center Server Management Suite Datacenter SAL
<p>System Center Service Manager 2010 and System Center Service Manager 2010 with SQL Server 2008 Technology</p>	<p>For System Center Service Manager 2010</p> <p>Client SAL:</p> <ul style="list-style-type: none"> • System Center Service Manager 2010 Client SAL, or • System Center Client Management Suite SAL <p>For System Center Service Manager 2010 with SQL Server 2008 Technology</p> <p>Client SAL:</p> <ul style="list-style-type: none"> • System Center Service Manager 2010 with SQL Server 2008 Technology Client SAL, or • System Center Client Management Suite SAL
<p>System Center Virtual Machine Manager 2008 R2</p>	<p>Server SAL (Enterprise):</p>

	<ul style="list-style-type: none"> • System Center Virtual Machine Manager 2008 R2 Enterprise Server SAL, or • System Center Server Management Suite Enterprise SAL, or • System Center Server Management Suite Datacenter SAL
System Center Virtual Machine Manager 2008 R2	<p>Client SAL:</p> <ul style="list-style-type: none"> • System Center Virtual Machine Manager 2008 R2 Client SAL

c) Reassignment of SALs. You may:

i. Permanently reassign

- an OSE server or client SAL from one device to another,
- or a user client SAL from one user to another; or

ii. Temporarily reassign

- an OSE server or client SAL to a loaner device while the first device is out of service,
- or a user client SAL to a temporary worker while the user is absent.

d) Software.

i. Running Instances of the Server Software. You may run or otherwise use any number of instances of the server software in physical or virtual operating system environments (or OSEs) on any number of devices.

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

Product	List of Client Software
SQL Server 2008 R2 (including OEM versions) Workgroup, Standard, Small Business and Enterprise	<ul style="list-style-type: none"> • Business Intelligence Development Studio • Client Tools Backward Compatibility • Client Tools Connectivity • Client Tools Software Development Kit • Management Tools – Basic • Management Tools - Complete • SQL Client Connectivity SDK • Microsoft Sync Framework <p>SQL Server 2008 R2 Books Online</p>
System Center Configuration Manager 2007 R3	<p>For all editions of System Center Configuration Manager 2007 R3</p> <ul style="list-style-type: none"> • Configuration Manager Console • Configuration Manager Client • Device Management Point
System Center Configuration Manager 2007 R3 with SQL Server 2008 Technology	

- Custom Updates Publishing Tool
- Distribution Point
- Fallback Status Point
- Inventory Tool for Microsoft Updates
- PXE Service Point
- Management Point
- Power Viewer
- Reporting Point
- 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 R3 with SQL Server 2008 Technology

- Analysis Services Shared Tools
- Business Intelligence Development Studio
- Connectivity Components
- Legacy Components
- Management Tools
- Notification Services Client Components
- Reporting Services Report Manager
- Reporting Services Shared Tools
- SQL Server 2008 Books Online
- SQL Server 2008 Shared Tools
- Software Development Kit
- SQLXML Client Features
- SQL Server Mobile Server Tools

SQL Server Mobile Server Tools

- Agent and Helper Binaries
- Audit Database
- Connector Framework
- Console
- Database
- Management Packs
- Power Shell
- Reporting Data Warehouse
- Reporting Server
- Web Console

<p>System Center Data Protection Manager 2010</p>	<ul style="list-style-type: none"> • Data Protection Manager 2010 Agent • Data Protection Manager Remote Command-Line Interface Console • Data Protection Manager System Recovery Tool Agent • Analysis Services Shared Tools • Business Intelligence Development Studio • Connectivity Components • Legacy Components • Management Tools • Notification Services Client Components • Reporting Services Report Manager • Reporting Services Shared Tools • SQL Server 2008 Shared Tools • Software Development Kit • SQLXML Client Features • SQL Server 2008 Books Online • SQL Server Mobile Server Tools
<p>System Center Operations Manager 2007 R2</p>	<p>For all editions of System Center Operations Manager 2007 R2</p> <ul style="list-style-type: none"> • Agent and Helper Binaries • Audit Database • Connector Framework • Console • Database • Management Packs • Power Shell • Reporting Data Warehouse • Reporting Server • Web Console
<p>System Center Operations Manager 2007 R2 with SQL Server 2008 Technology</p>	<p>Only for System Center Operations Manager 2007 R2 with SQL Server 2008 Technology</p> <ul style="list-style-type: none"> • Analysis Services Shared Tools • Business Intelligence Development Studio • Connectivity Components • Legacy Components • Management Tools • Notification Services Client Components • Reporting Services Report Manager • Reporting Services Shared Tools • SQL Server 2008 Shared Tools • Software Development Kit

	<ul style="list-style-type: none"> • SQLXML Client Features • SQL Server 2008 Books Online • SQL Server Mobile Server Tools
<p>System Center Service Manager 2010</p> <p>System Center Service Manager 2010 with SQL Server 2008 Technology</p>	<p><u>For all editions of System Center Service Manager 2010</u></p> <ul style="list-style-type: none"> • Data warehouse management server • Data warehouse database • Service Manager console • Self-service portal <p><u>Only for System Center Service Manager 2010 with SQL Server 2008 Technology</u></p> <ul style="list-style-type: none"> • Analysis Services Shared Tools • Business Intelligence Development Studio • Connectivity Components • Legacy Components • Management Tools • Notification Services Client Components • Reporting Services Report Manager • Reporting Services Shared Tools • SQL Server 2008 Books Online • SQL Server 2008 Shared Tools • Software Development Kit • SQLXML Client Features • SQL Server Mobile Server Tools
System Center Virtual Machine Manager 2008 R2	<ul style="list-style-type: none"> • Virtual Machine Manager Agent • Physical to Virtual Agent • Administrator Console • Virtual Machine Manager Self Service Portal • VMRC Client
Windows Small Business Server 2011 Premium Add-on	<ul style="list-style-type: none"> • AD Migration Tool • FRS Monitoring Tools • Remote Desktop Connection Client • RSAT Client • Server Migration Tool • SQL Business Intelligence Development Studio • SQL Client Tools Backward Compatibility • SQL Client Tools Connectivity • SQL Client Tools Software Development Kit • SQL Management Tools – Basic • SQL Management Tools – Complete • SQL Client Connectivity Software Development Kit • Microsoft Sync Framework

	<ul style="list-style-type: none"> • SQL Server 2008 R2 Books Online
<p>Windows Small Business Server 2011 Standard</p>	<ul style="list-style-type: none"> • AD Migration Tool • FRS Monitoring Tools • Remote Desktop Connection Client • RSAT Client • Server Migration Tool • Exchange Management Tools • Small Business Server Source Migration Tool • Small Business Server Console • Microsoft Baseline Configuration Analyzer v2.0 • Windows Identity Foundation

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

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

iv. License terms for SQL Server 2008 Technology. If your edition of the software includes SQL Server 2008 Technology (e.g. in System Center Configuration Manager 2007 R3 with SQL Server 2008 Technology, System Center Data Protection Manager 2010, System Center Operations Manager 2007 R2 with SQL Server 2008 Technology and System Center Service Manager 2010 with SQL Server 2008 Technology) you may run, at any one time, one instance of that technology in one physical or virtual operating system environment (or OSE) on one server to solely support that software. Access is permitted only under the SAL corresponding to that edition of the software. However, you do not need separate SQL Server SALs 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 as described here. You also may run one passive fail-over instance in a separate operating system environment (or OSE) for temporary support. You may run that instance on a server other than the licensed server.

v. Management and Configuration Packs. The software may contain Management or Configuration Packs. The license terms for the applicable System Center products in this SAL licensing model section apply to your use of these Packs.

3) Desktop Applications.

- Expression Encoder Pro 4
- Expression Studio 4 Ultimate
- Expression Studio 4 Web Professional
- Office Multi Language Pack 2010
- Office Professional Plus 2010

- Project 2010 Standard and Professional
- Office Standard 2010
- Visio 2010 Standard, Professional and Premium
- Visual Studio 2010 Professional, Premium and Ultimate
- Visual Studio Team Explorer Everywhere 2010
- Visual Studio 2010 Test Professional
- Windows 7 Professional Upgrade

a) Subscriber Access Licenses (SALs).

- i. You must acquire and assign a SAL to each user that is authorized to access your instances of the software directly or indirectly, regardless of actual access of the software. Device SALs are not available except for products that we designate in section B (Exceptions and Additional Terms for Specific Products). A hardware partition or blade is considered to be a separate device.
- ii. You do not need SALs for any software licensed with a Per Processor license.

b) Types of SALs. There are two types of SALs: one for devices and one for users.

- i. **User SALs.** Each user SAL permits one user to use any device to access and use the software.
- ii. **Device SALs.**
 - **Service Device and/or Rental Device.** Before you use the software under a license, you must assign that license to one device (physical hardware system). That device is the "service device and/or rental 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 on the service device and/or rental device.

c) Concurrent Connections for User SALs. You must acquire a SAL for each concurrent connection to a server running the software (using multiple devices). For example, you must obtain one SAL for a user who wants to access the server software from both a PC and a separate laptop at different times of the day. However, you must acquire two SALs for the user if the user wants to access the software from both devices at the same time.

d) Reassignment of SALs. You may:

- i. permanently reassign your device SAL from one device to another, or your user SAL from one user to another, or
- ii. temporarily reassign your device SAL to a loaner device while the first device is out of service, or your user SAL to a temporary worker while the user is absent.

e) Application Virtualization. Microsoft Desktop Application products and/or components are not available for use with Microsoft Application Virtualization or other third-party application virtualization technology.

4) Online Services.

a) Services SAL. If an online service is listed in the table below, you must acquire and assign a service SAL for that online service as described in the table.

Online Services That Require Services SALs		
Online Service	Services SAL	Number Required

b) User and Device SALs. If an online service is listed in the table below, you must acquire and assign a

user SAL or device SAL for that online service to your users and devices as described in the table. If both user and device SALs are listed for the service, you may acquire and assign either type to use the service. A hardware partition or blade is considered to be a separate device.

Online Services That Require User or Device SALs		
Online Service	User or Device SAL	Required For Each of Your...
Forefront Client Security with SQL Server 2005 Technology	Forefront Client Security User SAL	users who access data processed by the online service or related software
	Forefront Client Security Device SAL	devices who access data processed by the online service or related software
Forefront Online Protection for Exchange	Forefront Online Protection for Exchange User SAL	users whose subscriber data is processed by the online service or related software
	Hosted Exchange Enterprise SAL	users whose subscriber data is processed by the online service or related software
	Hosted Exchange Enterprise Plus SAL	users whose subscriber data is processed by the online service or related software
Forefront Protection 2010 for Exchange Server	Hosted Forefront Protection 2010 for Exchange Server Basic SAL	users whose subscriber data is processed by the online service or related software
	Hosted Forefront Protection 2010 for Exchange Server Standard SAL	users whose subscriber data is processed by the online service or related software
	Hosted Forefront Protection 2010 for Exchange Server Standard Plus SAL	users whose subscriber data is processed by the online service or related software
	Hosted Exchange Enterprise SAL	users whose subscriber data is processed by the online service or related software
	Hosted Exchange Enterprise Plus SAL	users whose subscriber data is processed by the online service or related software
Forefront Security for Office Communications Server	Forefront Security for Office Communications Server User SAL	users whose instant messages are processed by the online service or related software

Forefront Protection 2010 for SharePoint	Forefront Protection 2010 for SharePoint User SAL	users that access data on SharePoint sites processed by the online service or related software
	Forefront Protection 2010 for SharePoint Device SAL	devices that access data on SharePoint sites processed by the online service or related software
Forefront Threat Management Gateway Web Protection Service	Forefront Threat Management Gateway Web Protection Service User SAL	Users who access data processed by the online service or related software. However, you do not need User SALs for external users ¹ whose data is processed by the online service or related software
	Forefront Threat Management Gateway Web Protection Service Device SAL	Devices that access data processed by the online service or related software. However, you do not need Device SALs for devices used by external users ¹ whose data is processed by the online service or related software
Microsoft Exchange Hosted Archive	Microsoft Exchange Hosted Archive User SAL	users whose subscriber data is processed and stored by the online service or related software
Microsoft Exchange Hosted Encryption	Microsoft Exchange Hosted Encryption User SAL	users whose subscriber data is processed by the online service or related software
Office Live Meeting Professional	Office Live Meeting Professional User SAL	users who access the online service. However, you do not need user SALs for external users ¹ who access the online service for purposes other than scheduling or conducting a web conference or receiving Easy Assist
Office Live Meeting Standard	Office Live Meeting Standard User SAL Business Productivity Standard Suite SAL	users who access the online service. However, you do not need user SALs for external users ¹ who access the online service for purposes other than scheduling or conducting a web conference or receiving Easy Assist

c) Different Terms for Online Services. Certain terms in your services provider license agreement do not apply to online services, including the commitment to use rights. The differences are as follows:

¹ "External users" means users that are not either (i) a customer or a customer's affiliates' employees, or (ii) a customer or a customer's affiliates' onsite contractors or agents.

License Terms Updates. We may update these license terms from time to time. If we do, your use of the online service under any existing license during the first 12 months of your subscription license term will be governed by these license terms without those updates. Despite this commitment on use rights, if we are required by law to change the license terms, those new terms will apply immediately. We will endeavor to notify you of updates at least 30 days before they are generally effective. 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 notice about the updates.

Online Service Updates. We may modify the functionality or features or release a new version of the online service from time to time. After an update, some functionality or features may not be available. If we update the online service and you do not use the updated online service, some features may not be available to you and your use of the online service may be interrupted.

Online Service Suspension. We may suspend the online service if:

- we believe that your use of the online service represents a direct or indirect threat to our network function or integrity or anyone else's use of the online service;
- we believe you violated your services provider license agreement, including these product use rights;
- your use exceeds any quotas specified in the documentation for that online service; or
- if we are otherwise required by law to do so.

d) Online Service Expiration or Termination. Upon expiration or termination of your online service subscription, you must contact Microsoft and tell us whether to:

- (1) disable your account and then delete your subscriber data; or
- (2) retain your subscriber data in a limited function account for at least 90 days after expiration or termination of your subscription (the "retention period") so that you may extract the data.
 - If you indicate (1), you will not be able to extract your subscriber data from your account. If you indicate (2), you will reimburse us for any applicable costs. If you do not indicate (1) or (2), we will retain your subscriber data in accordance with (2).
 - Following the expiration of the retention period, we will disable your account and then delete your subscriber data.

No Liability for Deletion of Subscriber Data. You agree that, other than as described in these terms, 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 these terms.

e) Responsibility for Your Accounts. You are responsible for your passwords, if any, and all activity with your online service accounts including that of users you provision and dealings with third parties that take place through your account or associated accounts. You must keep your accounts and passwords confidential. You must tell us right away about any possible misuse of your accounts or any security incident related to the online service.

f) Use of Software with the Online Service. You may need to install certain Microsoft software in order to sign into and use the online service. If so, the following terms apply:

i. Microsoft Software License Terms. You may install and use the software on your devices only for use 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 online 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.

ii. 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.

g) Use of Other Web Sites and Services. You may need to use certain Microsoft web sites or services

to access and use the online services. If so, the terms of use associated with those web sites or services, as applicable, apply to your use of them.

- h) Third Party Content and Services.** We are not responsible for any third party content you access directly or indirectly via the online service. You are responsible for your dealings with any third party (including advertisers) related to the online service (including the delivery of and payment for goods and services).
- i) Your Subscriber Data.** You may be able to submit subscriber data for use in connection with the online service. "Subscriber data" are all data, sound, or image files and software applications that are processed or accessed by the online service. Except for materials we license to you we do not claim ownership of subscriber data you submit for use with the online service. When you submit subscriber data for use with any online service that enables communication or collaboration with third parties, you acknowledge that those third parties may then be able to:
 - i.** Use, copy, distribute, display, publish, and modify your subscriber data;
 - ii.** Publish your name in connection with the subscriber data; and
 - iii.** Facilitate others' ability to do the same.

Some online services may offer functionality that restricts third parties' ability to do so. It is your responsibility to make use of that functionality as appropriate for your intended use of your subscriber data.

- j) Privacy.** Personal data collected through the online service may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. This includes any personal data you collect using the service. By using this online service, you consent to transfer of personal data outside of your country. You also agree to obtain sufficient authorization from persons providing personal data to you, to:
 - i.** transfer that data to Microsoft and its agents, and
 - ii.** permit its transfer, storage and processing.
- k)** See the online service's privacy statement for more information about how we may collect and use your information

Online Service	Privacy Statement
Forefront Client Security	http://go.microsoft.com/fwlink/?LinkId=87415
Forefront Protection 2010 for Exchange Server Forefront Security for Office Communications Server Forefront Protection 2010 for SharePoint Forefront Threat Management Gateway Web Security Service	http://go.microsoft.com/fwlink/?LinkID=91255
Microsoft Exchange Hosted Archive, Encryption, and Forefront Online Protection for Exchange	http://go.microsoft.com/fwlink/?LinkID=101332

Office Live Meeting	http://go.microsoft.com/fwlink/?LinkID=90654

l) Our Use of Subscriber Data. We will not monitor your use of the online service, nor will we track, view, censor, edit, remove or disclose your subscriber data that are processed or accessed by the online service except to:

- i. provide, operate, and improve this and other Microsoft products and services;
- ii. satisfy legal requirements, comply with law or respond to lawful requests or legal process;
- iii. protect the rights or property of Microsoft or others, including the enforcement of our agreements or policies governing use of the online service; or
 - (1) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of Microsoft employees, customers or the public.

m) Security of Subscriber Data. We will implement reasonable and appropriate technical and organizational measures, as described in the security overview applicable to the online service to help secure your subscriber data processed or accessed by the online service against accidental or unlawful loss, access, or disclosure. You agree that these measures are:

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

See the table below for information on where to find the security overview for the online service.

Online Service	Security Overview
Office Live Meeting Standard Office Live Meeting Professional	http://go.microsoft.com/fwlink/?LinkID=149494
Exchange Hosted Archive Forefront Online Protection for Exchange Exchange Hosted Filtering	http://go.microsoft.com/fwlink/?LinkId=137325

n) Scope of Use (Code of Conduct). You may not:

- i. use the online service in a way that is prohibited by any law, regulation or governmental order or decree in any relevant jurisdiction, or that violates others’ legal rights;
- ii. use the online service in a way that could harm it or impair anyone else’s use of it;
- iii. use the online service to try to gain unauthorized access to any service, data, account or network by any means;
- iv. falsify any protocol or email header information (e.g., “spoofing”);
- v. use the online service to send “spam” (i.e., unsolicited bulk or commercial messages) or otherwise make available any offering designed to violate these terms (e.g., denial of service attacks, etc.);
- vi. remove, modify, or tamper with any regulatory or legal notice or link that is incorporated into the online service.

- o) Regulatory.** We may modify or terminate the online service in any country where there is any current or future government requirement or obligation that subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there, presents a hardship for Microsoft to continue operating the online service without modification, and/or causes Microsoft to believe these terms or the online service may be in conflict with any such requirement or obligation. For example, we may modify or terminate the online service in connection with a government requirement that causes Microsoft to be regulated as a telecommunications provider.
- p) 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 services provider license agreement .
- q) 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 online service, or through a web site that we identify. Notice via email 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.
- r) Limited Warranty.** Despite terms to the contrary in your license agreement, if any, the limited warranty does not apply to downtime or other interruption in access to online service or any other performance metrics that are addressed in the Service Level Agreement for the online service.
- s) Product Availability.** The online services products may not be available in every geography.

B. Exceptions and Additional Terms for Specific Products.

For Business Productivity Standard Suite:

Business Productivity Standard Suite SAL provides rights equivalent to the following SALs: Hosted Exchange Standard SAL, SharePoint Server 2010 Standard SAL, and Office Live Meeting Standard User SAL.

For Dynamics CRM 4.0 Service Provider :

You do not need a SAL for external users who access Dynamics CRM 4.0 without using Dynamics CRM 4.0 Client for Microsoft Office Outlook and Microsoft Dynamics CRM 4.0 Web Client software. External users means users that are not (i) a customer's or a customer's affiliates' employees, or (ii) a customer's or a customer's affiliates' contractors and agents.

For Exchange Server 2010 Standard and Enterprise:

You do not need SALs for any user or device that accesses your instances of the server software without being directly or indirectly authenticated by Active Directory.

User SAL Requirement. The Exchange Server 2010 Hosted Exchange Basic, Exchange Server 2010 Hosted Exchange Standard, Exchange Server 2010 Hosted Exchange Standard Plus, Exchange Server 2010 Hosted Exchange Enterprise, Exchange Server 2010 Hosted Exchange Enterprise Plus and Business Productivity Standard Suite SALs include the use of Outlook Web Access. You must obtain a SAL for each user.

Usage Limitations for Exchange Server 2010 Hosted Exchange Basic SAL. Each user for whom you obtain an Exchange Server 2010 Hosted Exchange Basic SAL may use the following features of the server software:

- Outlook Web Access features that enable the features described in this SAL;
- Messaging and personal folder access through the protocols described in this SAL;
- Internet mail protocol (Simple Mail Transfer Protocol (SMTP), Post Office Protocol (POP), Internet Message Access Protocol (IMAP)) and Web browser access via any client;
- Personal Mail Folders (not shared with other users);
- Personal Address List (not shared with other users);
- Personal Calendar (not shared with other users);
- Personal Tasks (not shared with other users);
- Support for a single, second level domain for a single user or user organization (user obtains the right to use 'joe@smith.com' or 'joesmith@company1.com' instead of 'joe@servicesprovider.com'). Multiple suffixes (".com", ".net", ".org" etc) are allowed (e.g., 'joe@smith.com', 'joe@smith.net', 'joe@smith.de', etc.); and
- Global Address List: address list of all users within personalized domain (e.g., a domain that a company bought as a Personal Domain SAL) or within the service provider's entire domain.

Usage Limitations for Exchange Server 2010 Hosted Exchange Standard SAL, Exchange Server 2010 Hosted Exchange Standard Plus SAL and Business Productivity Standard Suite SAL. Each user for whom you obtain an Exchange Server 2010 Hosted Exchange Standard SAL, Exchange Server 2010 Hosted Exchange Standard Plus SAL or Business Productivity Standard Suite SAL may use the following features of the server software:

- The features of the Exchange Server 2010 Hosted Exchange Basic SAL described above;
- Outlook Web Access features that enable the features described in this SAL;
- Messaging Application Programming Interface (MAPI) network protocol;
- Shared Folders;

- Public Folders;
- Shared Address List;
- Shared Contacts;
- Shared Tasks;
- Shared Calendar;
- Group scheduling, including viewing free/busy times of others;
- Mobile Notification: Receive notification of events in the server software via mobile devices;
- Mobile Browse: Access the server software inbox, calendar, address book, Global Address Book and tasks via mobile devices; and
- Mobile Synchronization: Synchronize mobile devices over wireless networks with the server software inbox, calendar, address book and tasks.

In addition to the limitations above, these additional terms apply to Exchange Server 2010 Hosted Exchange Standard Plus SALs:

Entourage 2008 and Outlook 2010. You may create and run one instance of the Entourage 2008 or Outlook 2010 client software in one physical or virtual operating system environment (or OSE) on (a) any device for which you acquire a device SAL, and (b) a single device used by any user for whom you acquire a user SAL.

Usage Limitations for Exchange Server 2010 Hosted Exchange Enterprise SAL and Exchange Server 2010 Hosted Exchange Enterprise Plus SAL. Each user for whom you obtain an Exchange Server 2010 Hosted Exchange Enterprise SAL and Exchange Server 2010 Hosted Exchange Enterprise Plus SAL may use the following features of the server software:

- The features of the Exchange Server 2010 Hosted Exchange Standard SAL as described above;
- Unified Messaging;
- Compliance Management;
- Exchange 2010 anti-spam;
- Forefront anti-virus;
- Exchange Hosted Services anti-virus; and
- Exchange Hosted Services anti-spam.

In addition to the limitations above, these additional terms apply to Exchange Server 2010 Hosted Exchange Enterprise Plus SALs:

Entourage 2008 and Outlook 2010. You may create and run one instance of the Entourage 2008 or Outlook 2010 client software in one physical or virtual operating system environment (or OSE) on (a) any device for which you acquire a device SAL, and (b) a single device used by any user for whom you acquire a user SAL.

For Expression Studio 4 Ultimate and Expression Studio 4 Web Professional

Distributable Code. These rights are granted subject to the distribution requirements and restrictions in the Universal License Terms.

- Templates and Site Templates. The software contains templates. It may also contain code marked as "site templates" that you are permitted to use along with your content. You may modify, copy, deploy and distribute the source and object code form of these templates and site templates.

For Expression Studio 4 Ultimate

Distributable Code. These rights are granted subject to the distribution requirements and restrictions in the Universal License Terms.

- Fonts. You may distribute unmodified copies of the Buxton Sketch font, SketchFlow Print font and SegoeMarker font.
- Styles. You may copy, modify and distribute the object code form of code identified as "X Styles".

For Expression Studio 4 Ultimate, Expression Encoder Pro 4

Distributable Code. These rights are granted subject to the distribution requirements and restrictions in the Universal License Terms.

- Icons. The software contains code marked as "icons". You may distribute unmodified copies of the icons.
- Templates. The software contains templates installed in "\\Program Files\Microsoft Expression\Encoder 4\Templates ". You may modify, copy, deploy and distribute these templates.

NOTICE ABOUT THE MPEG-2 VISUAL STANDARD. This software may include 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.mpegla.com>.

THE PRODUCT IS LICENSED UNDER THE VC-1 AND AVC/H.264 PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE VC-1 and AVC/H.264 STANDARDS ("VC-1 and AVC/H.264 VIDEO") AND/OR (ii) DECODE VC-1 and AVC/H.264 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 AND/OR AVC/H.264 VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE [HTTP://WWW.MPEGLA.COM](http://www.mpegla.com).

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For Forefront Client Security, Forefront Protection for Exchange Server, Forefront Protection 2010 for SharePoint, Forefront Security for Office Communications Server, and Forefront Threat Management Gateway Web Protection Service:

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 services

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

Device or User SALs. You may acquire a device or user SAL for Forefront Protection 2010 for SharePoint or Forefront Client Security.

For 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 (or OSE) on one server for each instance of the Forefront Client Security management console you are running. 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. 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 (or OSE) on one server for each instance of the Forefront Client Security management console you are running. 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.

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 (or OSEs) 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.

List of Additional Software	
<ul style="list-style-type: none">• MOM Reporting Services• MOM User Interface• MOM Web Console• MOM Agent & Helper Binaries• SQL Server Analysis Services Shared Tools• SQL Server Business Intelligence Development Studio• SQL Server 2005 Books Online• SQL Server Connectivity Components• SQL Server Legacy Components	<ul style="list-style-type: none">• SQL Server Management Tools• SQL Server Notification Services Client Components• SQL Server Reporting Services Report Manager• SQL Server Reporting Services Shared Tools• SQL Server 2005 Shared Tools• SQL Server Software Development Kit• SQLXML Client Features• SQL Server Mobile Server•

For Microsoft Application Virtualization Hosting for Desktops:

Microsoft Application Virtualization Hosting for Desktops may not be used with Microsoft products or components of Microsoft products.

For Microsoft Dynamics AX 2009; Microsoft Dynamics GP 2010; Microsoft Dynamics NAV 2009; Microsoft Dynamics SL 7.0;

Types of SALs. There are 4 types of SALs. SALs are subject to editions as well.

- Full User: a license type that allows full access to the system database through any means of access. A "system database" means the underlying database that controls your users and financial reporting units
- Light User: a license type that allows limited access to the system database through means other than the Microsoft Dynamics rich client. A Microsoft Dynamics rich client is a means of access to the system database which uses the full product user interface enabling all the functionality available in Microsoft Dynamics.
- Employee Self Service: a license that allows (i) limited access to the system database through means other than the Microsoft Dynamics rich client , and (ii) restricts such access to the following discrete set of functionalities,
 - i. Employee Administration: management of the user's own data and profile residing in the system database.
 - ii. Employee Time and Attendance: input of time sheets and clock-in/clock-out data corresponding to the user.
 - iii. Employee Travel and Expenses: input and update of user's data related to expenses and travel requisitions.
 - iv. Employee Requisitions: submission of user's requisitions limited to their own purposes, such as personal purchases or services, or leave of absence.

- Point of Sale (POS) Device: a license that allows a POS device, used by any user, to access the system database. A POS device means a device used to access the system database for the purpose of completing sales or services transactions with customers; POS devices must be located in the users' retail location only.

SAL Editions: You must select from two Microsoft Dynamics SAL editions. Your choice of SAL edition applies to all your SALs.

The available SAL editions for Microsoft Dynamics AX 2009, Microsoft Dynamics GP 2010, Microsoft Dynamics NAV 2009, and Microsoft Dynamics SL 7.0 are:

- Business Essentials Edition SAL (applicable to Full User and Light User types only)
- Advance Management Edition SAL (applicable to all types of SALs)

External Users. You do not need a SAL for external users who access Microsoft Dynamics AX 2009, Microsoft Dynamics GP 2010, Microsoft Dynamics NAV 2009, and Microsoft Dynamics SL 7.0 without using the Client Software for Business Essentials Edition or Advanced Management Edition. External users means users that are not (i) a customer's or a customer's affiliates' employees, or (ii) a customer's or a customer's affiliates' contractors and agents.

Examination requirements. In order to license and use the software, you (and any of your affiliates using the software) must meet the minimum examination requirements specified for the particular software at www.explore.ms or as provided by your software products reseller. You must notify us of your intent to license the software by using the process located at www.explore.ms or as provided by your software products reseller. You must also certify that you have complied with the applicable examination requirements. We will verify your compliance with the examination requirements before licensing the software to you. If an employee user leaves your employment and, as a result, you no longer meet the examination requirements, another employee user must meet the examination requirements within ninety (90) days. We may change the examination requirements at any time. Any increase in examination requirements, however, will become effective one year after your receipt of written notice from us.

License Keys. In order to install and use the functionality of the software products, you must obtain the appropriate license keys from Microsoft. Procedures to obtain such license keys will be published at www.explore.ms or as provided by your software products reseller.

Localizations and Translations. Click the following hyperlinks for a list of geographic regions and languages that Microsoft has localized and makes generally available for each Microsoft Dynamics software:

<http://www.microsoft.com/dynamics/en/us/products/ax-availability.aspx>
<http://www.microsoft.com/dynamics/en/us/products/gp-availability.aspx>
<http://www.microsoft.com/dynamics/en/us/products/nav-availability.aspx>
<http://www.microsoft.com/dynamics/en/us/products/sl-availability.aspx>

Microsoft Dynamics software includes features and functionality designed to address certain tax, financial or accounting laws and/or regulations, and commercial requirements, for the geographic regions for which it has been localized. Laws and regulations vary by region and the Microsoft Dynamics software does not address all laws, regulations or commercial requirements in these regions.

Microsoft understands there may be circumstances where you desire to use certain modules or functionality that was localized and/or translated in a particular region and use it outside of the geographic region for which it was created. Since laws and regulations vary by region, differences in laws or regulations may affect use of the desired functionality in regions for which it was not created. Microsoft does not make any representation, guarantee, warranty (express, implied or otherwise) or assurance about the performance or suitability of any localized and/or translated version of Microsoft Dynamics software (including any online services available through this software) that is used outside of the territory for which it was created and where Microsoft makes such software or services generally commercially available. Consult your tax professional for the geographic region where you intend to use this software to determine if the functionality is appropriate for use in that region.

If you desire to perform localizations and/or translations of Microsoft Dynamics software, you must have a current and valid Master Partner Localization and Translation License Agreement (MPLLA). For more information about the MPLLA and the Microsoft Dynamics Partner Localization and Translation Licensing Program, see <https://mbs.microsoft.com/partnersource/partneressentials/pllp> or contact your Partner Account Manager.

For Microsoft Dynamics C5 2010 (For use in Iceland and Denmark):

C5 2010 has user SALs only. The available user SAL editions for Microsoft Dynamics C5 2010 (For use in Iceland and Denmark) are:

- Microsoft Dynamics C5 2010 Basic SAL
- Microsoft Dynamics C5 2010 Advanced SAL

Examination requirements. In order to license and use the software, you (and any of your affiliates using the software) must meet the minimum examination requirements specified for the particular software at www.explore.ms or as provided by your software products reseller. You must notify us of your intent to license the software by using the process located at www.explore.ms or as provided by your software products reseller. You must also certify that you have complied with the applicable examination requirements. We will verify your compliance with the examination requirements before licensing the software to you. If an employee user leaves your employment and, as a result, you no longer meet the examination requirements, another employee user must meet the examination requirements within ninety (90) days. We may change the examination requirements at any time. Any increase in examination requirements, however, will become effective one year after your receipt of written notice from us.

License Keys. In order to install and use the functionality of the software products, you must obtain the appropriate license keys from Microsoft. Procedures to obtain such license keys will be published at www.explore.ms or as provided by your software products reseller.

For Forefront Online Protection for Exchange, Microsoft Exchange Hosted Archive, Microsoft Exchange Hosted Encryption, and Office Live Meeting:

License Terms Updates. Except as follows, during the current term of your services provider license 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 and Office Live Meeting, you and your users may use the online service for a 30-day evaluation period.

In addition to the Exceptions and Additional Terms above, the terms in this section also apply to Microsoft Exchange Hosted Archive, and Office Live Meeting:

Online Service Expiration or Termination. During the term of this agreement you must notify us of any expiration or termination of an online service to a user. You must provide us with the date of expiration or termination, redirect the MX record (if applicable), notify us through olsrecon@microsoft.com of what you want us to do with the subscriber data in the user's account, and provide us with whatever additional information we may require. With respect to the subscriber data, at your option we will either:

- a. disable the user's account and then delete the subscriber data; or
- b. retain the subscriber data in a limited function account for at least 90 days after expiration or termination of your subscription (the "retention period") so that you or the user may export the data.

If you indicate (a), you will pay us the costs of exporting the subscriber data, if any. If you indicate (b), neither you nor the user will be able to export the subscriber data from the user's account. If you do not indicate (a) or (b), we will retain the subscriber data in accordance with (b).

After expiration of the retention period, we will disable the user's account and then delete the subscriber data.

No Liability for Deletion of Subscriber Data. You agree that, other than as described above, we have no obligation to continue to retain, export, or return any subscriber data. You agree that we have no liability whatsoever for deletion of subscriber data pursuant to the above terms.

In addition to the Exceptions and Additional Terms above, the terms in this section also apply to Microsoft Exchange Hosted Archive:

The license terms for Exchange Hosted Archive also apply to Historical Data Load.

Termination of Online Services to a User. During the term of your services provider license agreement, when the online service to a user terminates or expires, you must notify us of this termination or expiration. You must redirect the MX record (if applicable), provide the date of the termination or expiration, and advise us using the olsrecon@microsoft.com alias what you want us to do with the user's subscriber data. We may require additional information. At your option, we will either

- a) delete the user's subscriber data; or
- b) export and return the user's 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 the user's subscriber data within the time specified above, we will continue to hold it for no more than 90 days. After that, unless you renew the user's right to use the online service, we will delete the user's subscriber data.

Online Service Expiration or Termination. Prior to or upon expiration or termination of your user's online service account, you must notify us through olsrecon@microsoft.com of what you want us to do with your users' subscriber data. In your notice you must indicate, at your option, that we either:

- a) permanently deactivate your user's account and then delete your users' subscriber data; or
- b) hold the data for at least 90 days after expiration or termination so that you may export your user's subscriber data, returning it to you.

If you indicate (a), you will not be able to export the subscriber data. If you indicate (b), you agree to pay us the related costs of exporting the subscriber data, if any. If you do not notify us of what you want us to do with your users' subscriber data prior to or upon expiration or termination of your online service account, we will hold it for at least 90 days after such expiration or termination. After that period, unless you renew your right to use the online service, we will permanently deactivate your account and then delete your users' 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 users' subscriber data. You agree that we have no liability whatsoever for deletion of your users' subscriber data pursuant to the foregoing terms.

In addition to the Exceptions and Additional Terms above, the terms in this section also apply to Office Live Meeting:

Regulatory. We may modify or terminate the online service in any country where there is any current or future government requirement or obligation that:

- causes Microsoft to be regulated as a telecommunications provider;
- subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there; and/or
- causes Microsoft to believe these terms or the online service may be in conflict with any such requirement or obligation.

Recording Notice. The laws of some jurisdictions require notice to or the consent of individuals prior to intercepting, monitoring and/or recording their communications and/or restrict collection, storage, and use of personally identifiable information. You agree to comply with all applicable laws and to obtain all necessary consents and make all necessary disclosures before using the online service and/or the recording feature(s).

For Office Live Meeting:

Exceptions and additional terms for Office Live Meeting are included above under the terms for Microsoft Exchange Hosted licensed products.

For Office Multi Language Pack 2010:

Rental on Service Devices and/or Rental Devices. Office Multi-language Pack 2010 is available for rental on service devices and/or rental devices. You may only acquire Device SALs. User SALs are not available for software on service devices and/or rental devices.

For Office Professional Plus 2010:

Rental on Service Devices and/or Rental Devices. Office Professional Plus 2010 is available for rental on service devices and/or rental devices. You may only acquire Device SALs. User SALs are not available for software on

service devices and/or rental devices.

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 services provider license agreement including these product use rights.

Office Web Apps. Office Professional Plus 2010 SALs include the use of Office Web Apps. Each user for whom you obtain an Office Professional Plus 2010 User SAL may access and use the Office Web Apps software. For each Service Device and/or Rental Device that you assign an Office Professional Plus 2010 Device SAL, the single primary user of that Service Device and/or Rental Device may access and use the Office Web Apps software from any device.

For Project 2010 Standard and Professional:

Rental on Service Devices and/or Rental Devices. Project 2010 Standard and Professional is available for rental on service devices and/or rental devices. You may only acquire Device SALs. User SALs are not available for software on service devices and/or rental devices.

For Office Standard 2010:

Rental on Service Devices and/or Rental Devices. Office Standard 2010 is available for rental on service devices and/or rental devices. You may only acquire Device SALs. User SALs are not available for software on service devices and/or rental devices.

Office Web Apps. Office Standard 2010 SALs include the use of Office Web Apps. Each user for whom you obtain an Office Standard 2010 User SAL may access and use the Office Web Apps software. For each Service Device and/or Rental Device that you assign an Office Standard 2010 Device SAL, the single primary user of that Service Device and/or Rental Device may access and use the BizTalk Apps software from any 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 services provider license agreement including these product use rights.

For Visio 2010 Standard, Professional and Premium:

Rental on Service Devices and/or Rental Devices. Visio 2010 Standard, Professional and Premium is available for rental on service devices and/or rental devices. You may only acquire Device SALs. User SALs are not available for software on service devices and/or rental devices.

For SQL Server 2008 R2 OEM Versions Standard and Enterprise:

- SQL Server 2008 R2 Enterprise for Embedded Systems x32 (Runtime Edition);
- SQL Server 2008 R2 Standard for Embedded Systems x32 (Runtime Edition);
- SQL Server 2008 R2 Enterprise for Embedded Systems x64 (Runtime Edition);
- SQL Server 2008 R2 Standard for Embedded Systems x64(Runtime Edition); and
- SQL Server 2008 R2 Standard for Embedded Systems (x32) (Systems Management Runtime Edition)

You may only use server software that is pre-installed on a server that you purchased. The server software must be one of the software products listed above. Notwithstanding the services provider license agreement, the end user license agreement accompanying the server on which the server software was pre-installed will govern the installation and use rights for the server software. The access rights to the server software, however, will be governed by these product use rights. In addition, any provisions regarding redistribution software in the end user

license agreement accompanying the server will govern the use of redistribution software.

For SQL Server 2008 R2 Small Business:

The operating system environment (or OSE) in which instances of the server software run must be joined to a domain that has Active Directory configured as follows:

- A single server in the domain must contain all the flexible single master operations (FSMO) roles and is the root of the Active Directory forest,
- no trust relationships with any other domains, and
- no child domains

You may not run instances of the server software, separately licensed or otherwise, at the same time in another operating system environment (or OSE) within the same domain. The sum of users and devices assigned SALs in the domain cannot exceed 75.

For SQL Server 2008 R2 Enterprise:

SQL Server Control Point Limits. For SQL Server 2008 R2 Enterprise:

SQL Server Control Point Limits. You may not enroll more than 25 instances of any version or edition of SQL Server software with the Control Point Utility in the server software at any one time.

For System Center Configuration Manager 2007 R3 and System Center Configuration Manager 2007 R3 with SQL Server 2008 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 Virtual Machine Manager 2008 R2:

Converting from physical to virtual. You may desire to convert OSEs from physical to virtual. In this case, you do not need a server SAL for any OSEs managed only for the time and purpose of being converted.

You may manage any number of OSEs running on your devices to which a System Center Virtual Machine Manager 2008 R2 Enterprise server SAL is assigned.

For all Visual Studio 2010 products:

BUILDSERVER.TXT File. If your version of the software contains a BUILDSERVER.TXT file, you may install copies of the files listed in it, onto your build machines. You may do so solely for the purpose of compiling and building your

programs. We may list additional files at <http://go.microsoft.com/fwlink/?LinkId=165518> to use for this same purpose.

Microsoft Office User Interface. These license terms grant you no rights to make, copy, use or distribute any elements of the Microsoft Office user interface such as the ribbon and quick access toolbar.

Silverlight 3 and Silverlight 3 Software Development Kit.

Notice about the H.264/AVC Visual Standard, and the VC-1 Video Standard. Silverlight may include H.264/MPEG-4 AVC and/or VC-1decoding technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE AVC AND THE VC-1 PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (A) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE STANDARDS ("VIDEO STANDARDS") AND/OR (B) DECODE AVC AND 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 SUCH VIDEO. NONE OF THE LICENSES EXTEND TO ANY OTHER PRODUCT REGARDLESS OF WHETHER SUCH PRODUCT IS INCLUDED WITH THIS SOFTWARE IN A SINGLE ARTICLE. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE <HTTP://WWW.MPEGLA.COM>.

For clarification, the above notice does not limit or inhibit the use of the software provided under these product use rights for normal business uses that are personal to that business and do not include:

- redistribution of the software to third parties, or
- creation of content with the VIDEO STANDARDS compliant technologies for distribution to third parties.

Utilities. Utilities Lists can be found at <http://go.microsoft.com/fwlink/?LinkId=165518> and <http://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.

Microsoft SQL Server Compact 3.5 with SP2, SQL Server 2008 Express SP1a and SQL Server 2008 SQL Management Objects.

Each is licensed to you under their own license terms.

The license terms for SQL Server Compact 3.5 with SP2, are located here: %programfiles%\Microsoft SQL Server Compact Edition.

The license terms for SQL Server 2008 Express SP1a are located here: %programfiles%\Microsoft SQL Server Service Pack 1a.

The license terms for SQL Server 2008 SQL Management Objects are located here: %programfiles%\Microsoft SQL Server\100\SDK\Assemblies.

Distributable Code.

- In addition to object code in the REDIST.TXT file, you may copy and distribute the following subject to the same requirements and restrictions:
 - any files listed in the REDIST list located at <http://go.microsoft.com/fwlink/?LinkId=165518>.
 - the object code form of code marked "Silverlight Libraries," Silverlight "Client Libraries" and Silverlight "Server Libraries."

Other Windows Components. The software contains certain .dlls related to Microsoft Build technology. These files are part of Windows. The license terms for Windows apply to your use of them.

For Visual Studio 2010 Ultimate:

Visual Studio Load Test Virtual Users. The software includes capacity for two hundred fifty (250) load test virtual users. This may be used for local load testing purposes only.

For Visual Studio Team Foundation Server 2010 with SQL Server 2008 Technology:

License terms for SQL SERVER 2008 Technology. If your edition of the server software includes other SQL Server 2008 technology (for example, SQL Server 2008 R2 Standard Edition), you may run, at any one time, one instance of that technology in one physical or virtual operating system environment (or OSE) on one server solely to support that software. You do not need SQL Server SALs for that use. You may create and store any number of instances of SQL Server 2008 technology on any of your servers or storage media solely to exercise your right to run an instance of SQL Server 2008 technology under these license terms. You also may run one passive fail-over instance in a separate operating system environment (or OSE) for temporary support. You may run that instance on a server other than the licensed server.

License Terms for SQL Server 2008 Express Service Pack 1A. The software is accompanied by Microsoft SQL Server 2008 Express Service Pack 1a. The accompanying software is licensed to you under its own terms. The license terms for SQL Server 2008 Express SP1a are located here: %programfiles%\Microsoft SQL Server Service Pack 1a.

License Terms for SQL Server 2008 SQL Management Objects. The software is accompanied by Microsoft SQL Server 2008 SQL Management Objects. The accompanying software is licensed to you under its own terms. The license terms for SQL Server 2008 SQL Management Objects are located here: %programfiles%\Microsoft SQL Server\100\SDK\Assemblies.

License Terms for Windows Sharepoint Services. The software is accompanied by Microsoft Windows SharePoint Services version 3 with Service Pack 2. The accompanying software is licensed to you under its own terms. If you are licensed to use Microsoft Windows Server, you may use this accompanying software. You may use a copy of the accompanying software with each validly licensed copy of Windows Server. These terms and the license terms for Windows Server apply to your use of the accompanying software. If there is a conflict, these license terms apply. Use of the accompanying software on Microsoft Windows Server 2003 Web Edition is limited to front-end web serving tasks. The data storage portion of the accompanying software may not be installed or used on Microsoft Windows Server 2003 Web Edition.

Visual Studio Lab Management 2010. The software contains Lab Management functionality. To enable this functionality other license terms and fees may apply.

Work Item Tracking. A user does not need a SAL 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 SALs.

For HPC Pack 2008 R2 Enterprise*, Windows HPC Server 2008 R2 Suite* and Windows Server 2008 R2 HPC Edition*:

HPC Applications and 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 computers as a group (or "cluster").

Cluster Node. A "cluster node" runs clustered HPC applications or provides job scheduling services for HPC applications.

*See other Exceptions and Additional Terms below.

For HPC Pack 2008 R2 Enterprise:

HPC Services for Excel 2010. You may run HPC Services for Excel 2010 on the cluster node.

For Windows HPC Server 2008 R2 Suite*

The license terms for HPC Pack 2008 R2 for Enterprise apply to your use of the HPC Pack 2008 R2 Enterprise software.

For Windows HPC Server 2008 R2 Suite* and Windows Server 2008 R2 HPC Edition*:

You may run the server software:

- i. For the primary purpose of running a cluster node, and

- ii. In conjunction with other software only as necessary to permit security, storage, performance enhancement and systems management on a cluster node for the sole and dedicated purpose of supporting the clustered HPC applications.

You may not use the server software for any other purpose. For example, except as permitted in (ii) above, you may not use the server software as a general purpose server, database server, web server, e-mail server, print server, or file server.

*See other Exceptions and Additional Terms below.

For Windows Server 2008 R2 HPC Edition, Windows Server 2008 for Windows Essential Server Solutions (WESS), Windows Server 2008 for Windows Small Business Server 2011 Standard, Windows Small Business Server 2011 Premium Add-on and all Windows Server 2008 R2 products:

Data Storage Technology. The server software may include data storage technology called either 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 this technology under this agreement.

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.

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>.

For Windows Server 2008 for Windows Essential Server Solutions (WESS):

Five SAL Minimum. You must obtain at least five (5) SALs to use this server software.

Installation of Server Software. You may install one copy of the server software on a single server. The server may not be accessed by more than fifteen (15) users (including multiplexing or pooling software or hardware).

Separate component parts of the server software may not be used on more than one server. You may not install another copy of the server software on the same server (whether in a separate partition, by using server emulation software, or otherwise). Regardless of the number of SALs you obtain for the server software, you may not install or run the server software on another server within the same domain, except for the limited period of time necessary to migrate data from one server to another. You may use the server software, with up to two processors of the server at any one time.

Client Software. You may install and use the client software on up to fifteen (15) devices solely to access or use the server software, provided that you have obtained a SAL for each user using such devices.

For all Windows Server 2008 R2 and Windows Server 2008 products only:

Testing, maintenance, and administration access: For each instance running in an operating system environment (or OSE), you may also permit up to two (2) other users to use or access the server software to directly or indirectly host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). This use is for the sole purpose of testing, maintenance, and administration of the licensed products. These users do not need Windows Server 2008 Remote Desktop Services SALs.

For Windows Server 2008 R2 OEM:

The Windows Server 2008 R2 OEM SAL may be used with any of the Windows Server 2008 R2 OEM Editions listed below:

- Windows Server 2008 R2 Enterprise;
- Windows Server 2008 R2 Standard

The following users may not use or access the server software when the server software is licensed with SALs: Users who would access the server software solely through the Internet and would not be authenticated or otherwise individually distinguished by the server software or a multiplexing or pooling software or hardware.

You may only use the server software that is pre-installed on a server that you purchased. The server software must be one of the Windows Server 2008 R2 OEM software products listed in the heading above. The installation and use rights for the server software are governed by the Software License Terms that accompanied the pre-installed server software; provided however, that access rights to the server software as hosted, in providing software services, and use of the client software in connection with software services are governed by these product use rights.

For Windows Small Business Server 2011 Standard:

Included Microsoft Programs. Windows Small Business Server 2011 Standard software contains the following Microsoft programs:

- Windows Server 2008 R2 Standard technologies,
 - Exchange Server 2010 Standard,
 - Windows SharePoint Foundation 2010, and
 - Windows Server Update Services 3.0 SP2
- a. You must run the server software within a domain where Active Directory is configured in the following way:
- the domain controller (a single server which contains all the flexible single master operations (FSMO) roles);
 - the root of the domain forest;
 - not a child domain, and
 - have no trust relationships with any other domains.

30 days after the initial installation of the server software, the software will from time to time verify that Active Directory is configured as above. If the configuration verification fails, the following will occur:

- Failure warnings will be presented to the server administrator. The failure warnings are also

viewable in the health alert section in the Small Business Server Dashboard.

- On the 21st day of continued non-compliance, the server will shut down until the administrator reboots the server;
 - Once rebooted, the server can be run for another 21 days before it shuts down again. This will continue until you have corrected your configuration. During any 21 day period, you are able to make the necessary corrections to your configuration to become compliant with these license terms.
 - Once you have corrected your configuration, the warnings and automatic shutdowns will cease.
- b.** The sum of users and devices in the domain cannot exceed 75.
- c.** Additional SAL requirements.
- Exchange Server 2010 Enterprise SALs Required to Access Enterprise Functionalities. In addition to the Windows Small Business Server 2011 Standard SAL, you must acquire Exchange Server 2010 Hosted Exchange Enterprise SAL or Exchange Server 2010 Hosted Exchange Enterprise Plus SAL to access the following Exchange Server Enterprise functionalities in the Windows Small Business Server 2011 Standard domain: Custom Retention Policies; Personal Archive; Voicemail; Information Protection and Compliance; Cross Mailbox Search; Legal Hold; Advance Mobile Policies, and Per User/Distribution List Journaling.
 - Windows Server 2008 R2 Remote Desktop Services Access. In addition to the Windows Small Business Server 2011 Standard SAL, you must also acquire a Windows Server 2008 R2 Remote Desktop Services SAL or Windows Server 2008 Terminal Services SAL for each user or device that directly or indirectly access the server software to access the Windows Server 2008 R2 Remote Desktop Services functionality.
 - Windows Server 2008 R2 Rights Management Services Access. In addition to Windows Small Business Server 2011 Standard SAL, you must acquire a Windows Server 2008 Rights Management Services SAL to access the Windows Server 2008 R2 Rights Management Services functionality.

For Windows Small Business Server 2011 Premium Add-on

- a. Windows Small Business Server 2011 Premium Add-on" includes the following software: Windows Server 2008 R2 Standard technologies and SQL Server 2008 R2 Standard Edition for Small Business.
- b. You may use this software only within a SBS 2011 domain.
- c. Windows Server 2008 R2 Remote Desktop Services Access. In addition to Windows Small Business Server Premium Add-on SAL, you must also acquire a Windows Server 2008 R2 Remote Desktop Services SAL or Windows Server 2008 Terminal Services SAL to access the Windows Server 2008 R2 Remote Desktop Services functionality.
- d. Windows Server 2008 R2 Rights Management Services Access. In addition to Windows Small Business Server Premium Add-on SAL, you must acquire a Windows Server 2008 R2 Rights Management Services SAL to access the Windows Server 2008 R2 Rights Management Services functionality.

For Windows 7 Professional, Windows 7 Professional K, Windows 7 Professional KN, and Windows 7 Professional N:

Rental on Service Devices and/or Rental Devices. Windows 7 Professional (and all other versions noted) may only be available for rental on service devices and/or rental devices. Windows 7 Professional is not available for streaming and/or hosting virtualized desktops when installed on a service device. You may only acquire Device SALs. User SALs are not available for rental on service devices and/or rental devices. You may only install Windows 7 Professional as an upgrade to Microsoft Windows 2000 Professional, Windows XP Professional, Windows Vista Business, and Windows 7 Professional previously installed by an OEM on service devices and/or rental devices. No Home or Consumer SKU's (Windows 7 Home Premium, Windows Vista Home Basic or Windows XP Home) are

qualified OS for Upgrade.

Device Connections. You may allow up to 20 other devices to access the software installed on the service device and/or rental device to use only File Services, Print Services, Internet Information Services, Internet Connection Sharing and Telephony Services.

Remote Access Technologies. You may access and use the software installed on the service device and/or rental device remotely from another device using remote access technologies as follows.

- Remote Desktop. The single primary user of the service device and/or rental 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 the remote device is separately licensed to run the software.

Other Access Technologies. You may use Remote Assistance or similar technologies to share an active session.

Other Remote Uses. You may allow any number of devices to access the software installed on the service device and/or rental 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.

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.

Icons, images and sounds. While the software is running, you may use but not share its icons, images, sounds, and media.

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.

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>.

Validation.

- i) 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>.
- ii) 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>.
- iii) 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>.

For all Windows 7 Products. Windows 7 Professional and Windows 7 Professional 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 7 Professional KN does not include Windows Media Player or related technologies identified by the KFTC. Windows 7 Professional KN also does not include a link to the Windows Live Messenger Download. Please see <http://microsoft.com/licensing> for details about which language versions and media fulfillment options are available for each of these editions.

Windows 7 Professional 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.

For Windows 7 Professional KN:

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

Notice regarding the absence of Windows Media Player.

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

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

For Windows 7 Professional 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.

Appendix 1 -- Internet Based Services

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.

A. Consent for Internet-based Services. The table below identifies software features that connect to Microsoft or service provider computer systems over the Internet. It also identifies the products in which they are found. Some features appear in more than one product. In some cases, you will not receive a separate notice when one of these features connects. You may switch off these features or not use them. 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. These 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.

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.

Feature	Description	Products	Where to look for more information
Auto Root Update	The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off the Auto Root Update feature.	<ul style="list-style-type: none"> •Windows 7 •Windows Server 2008 R2 (all editions) •Windows Server 2008 for Windows Essential Server Solutions (WESS) •Windows Web Server 2008 R2 •Expression Studio Professional Edition* •MSDN* •TechNet Plus* •Visual Studio* 	Go to the Windows 7 Privacy Statement at go.microsoft.com/fwlink/?linkid=104604 Or Windows Server Privacy Highlights at http://go.microsoft.com/fwlink/?linkid=34493
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.	<ul style="list-style-type: none"> •Office System Products and Suites •Windows 7 •Windows Server 2008 R2 (all editions) •Windows Server 2008 for Windows Essential Server Solutions (WESS) •Windows Web Server 2008 R2 •Expression Studio Professional Edition* 	Go to http://www.office.microsoft.com/en-us/FX010986541033.aspx Or See the Windows 7 Privacy Statement at go.microsoft.com/fwlink/?linkid=104604 Or Windows Server Privacy Highlights at http://go.microsoft.com/fwlink/?linkid=34493

		<ul style="list-style-type: none"> •MSDN* •TechNet Plus* •Visual Studio* 	
Error Reports	<p>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.</p>	<ul style="list-style-type: none"> • System Center Mobile Device Manager 2008 •System Center Mobile Device Manager 2008 with SQL Server 2005 Technology •Windows Server 2008 for Windows Essential Server Solutions (WESS) 	See oca.microsoft.com/en/dcp20.asp
Groove Software and Services	<p>For software that includes it, 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.</p> <p>Groove makes some information about your Groove account and computer known to your contacts. For example, if you:</p> <ul style="list-style-type: none"> • 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. 	<ul style="list-style-type: none"> •Office System Products and Suites 	See the Microsoft Office Groove 2007 Privacy Statement at http://www.office.microsoft.com/en-us/products/FX101153391033.aspx
Information Rights Management	<p>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. You may choose not to use this feature.</p>	<ul style="list-style-type: none"> •Office System Products and Suites 	Go to http://www.office.microsoft.com/en-us/assistance/HA010397891033.aspx
IPv6 Network Address Translation (NAT) Traversal service (Teredo)	<p>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</p>	<ul style="list-style-type: none"> •Windows 7 •Windows Server 2008 R2 (all editions) •Windows Server 2008 for Windows Essential Server Solutions (WESS) •Windows Web Server 2008 R2 	Go to the Windows 7 Privacy Statement at go.microsoft.com/fwlink/?linkid=104604 Or Windows Server Privacy Highlights at http://go.microsoft.com/fwlink/?linkid=34493

	<p>information to determine if your computer is connected to the Internet and can locate a public Teredo service. If you</p> <ul style="list-style-type: none"> • use an application that needs IPv6 connectivity or • 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". 		
<p>Malicious Software Removal /Clean On Upgrade</p>	<p><u>Malicious Software Removal</u>. During setup of the software, if you select "Get important updates for installation," the software may check for and remove certain malicious software ("Malware") from your device during setup. The Malware that will be removed, if found, is listed and periodically updated at http://www.support.microsoft.com/?kbid=890830. When the software checks your device for Malware, a report will be sent to Microsoft about any Malware detected, specific information relating to the detection, errors that occurred while the software was checking for Malware, and other information about your device that will help us improve this and other Microsoft products and services. No information included in these reports will be used to identify or contact you. You may disable the software's reporting functionality by following the instructions found at http://www.support.microsoft.com/?kbid=890830. For more information, read the Windows Malicious Software Removal Tool privacy statement at http://go.microsoft.com/fwlink/?LinkId=113995.</p>	<ul style="list-style-type: none"> •Windows 7 •Windows Server 2008 R2 (all editions) •Windows Server 2008 for Windows Essential Server Solutions (WESS) •Windows Web Server 2008 R2 	<p>Windows Server Privacy Highlights at http://go.microsoft.com/fwlink/?linkid=34493</p> <p>Or</p> <p>read the Windows Malicious Software Removal Tool privacy statement at http://go.microsoft.com/fwlink/?LinkId=113995.</p>
<p>Money Services & Updates</p>	<p>You may need to obtain these services separately from a service provider for a fee. Your use of them 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</p>	<ul style="list-style-type: none"> •Money 2007 Deluxe Edition 	<p>Software Documentation</p>

	<p>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 also consent to 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.</p>		
Network Awareness	<p>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.</p>	<ul style="list-style-type: none"> •Windows 7 •Windows Server 2008 R2 (all editions) •Windows Server 2008 for Windows Essential Server Solutions (WESS) •Windows Web Server 2008 R2 	<p>See the Windows 7 Privacy Statement at go.microsoft.com/fwlink/?linkid=104604 Or Windows Server Privacy Highlights at http://go.microsoft.com/fwlink/?linkid=34493</p>
Real Simple Syndication ("RSS") Feed	<p>This software start page contains updated content that is supplied by means of an RSS feed online from Microsoft.</p>		
Web Content Features	<p>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.</p>	<ul style="list-style-type: none"> •Office System Products and Suites •Windows Server 2008 for Windows Essential Server Solutions (WESS) 	<p>Go to http://www.office.microsoft.com/en-us/FX010986541033.aspx</p>
Windows Media Digital Rights Management	<p>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,</p>	<ul style="list-style-type: none"> •Windows 7 •Windows Server 2008 R2 (all editions) •Windows Server 2008 for Windows Essential Server Solutions (WESS) •Windows Web Server 2008 R2 •Expression Studio Professional Edition* •MSDN* •TechNet Plus* •Visual Studio* 	<p>See the Windows 7 Privacy Statement at go.microsoft.com/fwlink/?linkid=104604 Or Windows Server Privacy Highlights at http://go.microsoft.com/fwlink/?linkid=34493</p>

	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 <ul style="list-style-type: none"> • compatible online music services in your region; and • new versions of the player 	<ul style="list-style-type: none"> •Windows 7 •Windows Server 2008 R2 (all editions) •Windows Server 2008 for Windows Essential Server Solutions (WESS) •Windows Web Server 2008 R2 •Expression Studio Professional Edition* •MSDN* •TechNet Plus* •Visual Studio* 	For more information, go to go.microsoft.com/fwlink/?Linkid=104605 Or Windows Server Privacy Highlights at http://go.microsoft.com/fwlink/?linkid=34493
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. For more information, go to http://www.microsoft.com/rms You may choose not to use this.	<ul style="list-style-type: none"> •Windows Server 2008 R2 (all editions) •Windows Web Server 2008 R2 	Go to http://www.microsoft.com/WINDOWS/RM/PRIVACY
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.	<ul style="list-style-type: none"> •Windows 7 •Windows Server 2008 R2 (all editions) •Windows Server 2008 for Windows Essential Server Solutions (WESS) •Windows Web Server 2008 R2 	See the Windows 7 Privacy Statement at go.microsoft.com/fwlink/?linkid=104604 Or Windows Server Privacy Highlights at http://go.microsoft.com/fwlink/?linkid=34493
Windows (or Microsoft) 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.	<ul style="list-style-type: none"> •Windows 7 •Windows Server 2008 R2 (all editions) •Windows Server 2008 for Windows Essential Server Solutions (WESS) •Windows Web Server 2008 R2 •BizTalk Server 2010 (all editions) •Expression Studio Professional Edition* •MSDN* •TechNet Plus* •Visual Studio* 	See the Windows 7 Privacy Statement at go.microsoft.com/fwlink/?linkid=104604 Or Windows Server Privacy Highlights at http://go.microsoft.com/fwlink/?linkid=34493

*with respect to Microsoft Operating Systems