Microsoft Licensing
Services Provider Use Rights

Worldwide English

October 2007

Table of Contents

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, 2007.

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.

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:

- SQL Server 2005
- Windows Server 2003 R2 Standard and Enterprise Editions
- Microsoft Dynamics AX
- Microsoft Dynamics GP
- Microsoft Dynamics NAV
- Microsoft Dynamics SL

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. To find the last edition of Microsoft Services Provider Use Rights document in which a product appeared, you can review the list maintained at www.explore.ms and www.microsoft.com/licensing/contracts. 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:

- Forefront Client Security with SQL Server 2005 Technology
- Forefront Server Security Management Console
- Office Live Meeting Professional
- Office PerformancePoint Server 2007
- System Center Configuration Manager 2007
- System Center Configuration Manager 2007 with SQL Server 2005 Technology
- System Center Data Protection Manager 2007
- System Center Remote Operations Manager 2007
- System Center Virtual Machine Manager

Product deletions. This update includes the following product deletions:

- Antigen Enterprise Manager
- ProClarity Analytics Server 6.3
- System Center Data Protection Manager 2006
- System Center Reporting Manager 2006
- System Center Reporting Manager 2006 with SQL Server 2005 Technology
- Systems Management Server 2003 R2
- Systems Management Server 2003 R2 with SQL Server 2005 Technology

Clarifications and other changes:

- *Exchange Hosted Filtering*
  - o We extended the period for evaluation from 30 to 60 days.
- *Management Servers*
  - o We introduced two new categories of Management SALs: client and server. The category of SAL required depends on the operating system software running within an operating system environment (OSE). OSEs running server operating system software require server SALs. You may use either server or client SALs for all other OSEs.
  - o Except as noted, these changes apply to all new and existing products available under the Servers – Management Servers product category licensing model.
- *Microsoft Dynamics AX; Microsoft Dynamics GP; Microsoft Dynamics NAV; Microsoft Dynamics SL*
  - o We clarified how to obtain license keys from Microsoft.
  - o We clarified how to license and report Components licensed under the Processor License model.

- *SQL Server 2005 Runtime Rights*
  - We expanded the use rights for products that include SQL Server 2005 Technology to permit passive-fail-over rights for SQL Server.

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 licensing agreement.

A. **Your Use Rights.** If you comply with your services provider license agreement, including these product use rights and the product list, you may use the software and online services only as expressly permitted in these product use rights.

B. **Rights to use other versions.** License terms for certain products permit use of one or more copies or instances at a time. For any of these products, for any permitted copy or instance, you may create, store and run in place of the version licensed, a copy or instance of a

- prior version

- different permitted language version

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

C. **"Cold" Disaster Recovery Rights.** For each instance of eligible server software you run in a physical or virtual operating system environment on a licensed server, you may temporarily run a backup instance in a physical or virtual operating system environment on a server dedicated to disaster recovery. The product use rights for the software and the following limitations apply to your use of software on a disaster recovery server:

- The server must be turned off except for (i) limited software self-testing and patch management, 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.

D. **Rental on Service Devices.** Rental on service devices is not allowed except as expressly permitted herein.

E. **Third Party Programs.** If other terms come with a program licensed by a third party, those terms apply to your use of it.

F. **Pre-release Code.** If other terms come with pre-release code, those terms apply to your use of it.

G. **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.

H. **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.

I. **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.

J. **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.

K. **Product Activation.** Some products and online services require activation or a Volume License key to install or access them. For information about when activation or a key is required, see the "Activate" link on www.microsoft.com/licensing. You are responsible for both the use of keys assigned to you and activation of products using your Key Management Service (KMS) machines.

- You should not disclose keys to third parties.

- You may use your KMS machines only to activate copies of the software licensed under your agreement.

- You may not provide unsecured access to your KMS machines over an uncontrolled network such

as the Internet.

L. **Internet-based Services.** We may provide Internet-based services with the products. We 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.

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.

O. **.NET Framework.** The software for the products listed below contains Microsoft .NET Framework software. This software is part of the Microsoft Windows Server products. The license terms for Microsoft Windows Server products apply to your use of the Microsoft .NET Framework software.

- SQL Server 2005

- Visual Studio 2005 Team Foundation Server with SQL Server 2005 Technology

- BizTalk Server 2005

P. **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 3.0 (".NET Components"). If so, you may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at http://go.microsoft.com/fwlink/?LinkID=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at http://go.microsoft.com/fwlink/?LinkID=66406.

T. **Multiplexing.** Hardware or software you use to:

- pool connections,

- reroute information,

- reduce the number of devices or users that directly access or use the product, or

- reduce the number of operating system environments, devices or users the product directly manages,

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

U. **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 2005 Professional Edition. The software may also contain the following Distributable Code. You may:

  o Microsoft Merge Modules. Copy and distribute the unmodified output of Microsoft Merge Modules;

  o MFCs, ATLs and CRTs. Modify the source code form of Microsoft Foundation Classes (MFCs), Active Template Libraries (ATLs), and C runtimes (CRTs) to design, develop and test your programs, and copy and distribute the object code form of your modified files under a new name;

  o MDAC. Copy and distribute the object code form of the MDAC_TYP.EXE file; and

  o Image Library. Copy and distribute images and animations in the Image Library as described in the software documentation. You may also modify that content. If you modify the content, it must be for use that is consistent with the permitted use of the unmodified content.

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

- add significant primary functionality to it in your programs;

- require distributors and end users to agree to terms that protect it at least as much as your services provider license agreement, including these product use rights and the product list;

- display your valid copyright notice on your programs; and

- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.

iii. **Distribution Restrictions.** You may not:

- alter any copyright, trademark or patent notice in the Distributable Code;

- use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;

- distribute Distributable Code, other than code listed in OTHER-DIST.TXT files, to run on a platform other than the Windows platform;

- include Distributable Code in malicious, deceptive or unlawful programs; or

- modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that:

  o the code be disclosed or distributed in source code form, or

  o others have the right to modify it.

The following license terms apply to your use of 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.** An "operating system environment" is

- 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

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

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

   i. one physical operating system environment

   ii. one or more virtual operating system environments

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

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

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

G. **Physical and Virtual Processors.** A physical processor is a processor in a physical hardware system. Physical operating system environments use physical processors. A virtual processor is a processor in a virtual (or otherwise emulated) hardware system. Virtual operating system environments use virtual processors. A virtual processor is considered to have the same number of threads and cores as each physical processor on the underlying physical hardware system.

The following license terms apply to your use of Windows Server 2003 R2 Standard, Enterprise and Datacenter Editions, Windows Small Business Server 2003 Standard and Premium Editions, Windows Server 2003 for Small Business Server, and Visual Studio (all editions).

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

- **Windows Update Feature.** You may connect new hardware to the device where you run the software. Your device may not have the drivers needed to communicate with that hardware. If so, the update feature of the software can obtain the correct driver from Microsoft and install it on your device. You can switch off this update feature.

- **Web Content Features.** Features in the software can retrieve related content from Microsoft and provide it to you. To provide the content, these features send to Microsoft the type of operating system, name and version of the software you are using, type of browser and language code of the

device where you run the software. Examples of these features are clip art, templates, online training, online assistance and Appshelp. You may choose not to use these web content features.

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

- **Auto Root Update.** The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off the Auto Root Update feature.

- **Windows Media Digital Rights Management.** Content owners use Windows Media digital rights management technology (WMDRM) to protect their intellectual property, including copyrights. This software and third party software use WMDRM to play and copy WMDRM-protected content. If the software fails to protect the content, content owners may ask Microsoft to revoke the software's ability to use WMDRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree that Microsoft may include a revocation list with the licenses. Content owners may require you to upgrade WMDRM to access their content. Microsoft software that includes WMDRM will ask for your consent prior to the upgrade. If you decline an upgrade, you will not be able to access content that requires the upgrade. You may switch off WMDRM features that access the Internet. When these features are off, you can still play content for which you have a valid license.

- **Windows Media Player.** When you use Windows Media Player, it checks with Microsoft for:

    i.   compatible online music services in your region;

    ii. new versions of the player; and

    iii. codecs if your device does not have the correct ones for playing content.

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

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

B. **Notice About the MPEG-4 Visual Standard.** The software includes MPEG-4 visual decoding technology. This technology is a format for data compression of video information. MPEG LA, L.L.C. requires this notice:

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

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

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

The following license terms apply to your use of Windows Vista Business.

A. **Other Remote Uses.** You may allow any number of devices to access the software installed on the service 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.

B. **Use with Virtualization Technologies.** You may use the software installed on the service device within a virtual (or otherwise emulated) hardware system. If you do so:

- You may not play or access content or use applications protected by any Microsoft digital, information or enterprise rights management technology or other Microsoft rights management services or use BitLocker.

- We advise against playing or accessing content or using applications protected by other digital, information or enterprise rights management technology or other rights management services or using full volume disk drive encryption.

- If you use the service device as a Key Management Service host, you may not install and use the software within a virtual (or otherwise emulated) hardware system.

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

D. **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.

E. **Internet-Based Services.**

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

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

- **Windows Update Feature.** You may connect new hardware to your device. Your device may not have the drivers needed to communicate with that hardware. If so, the update feature of the software can obtain the correct driver from Microsoft and install it on your device. You can switch off this update feature.

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

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

- **Auto Root Update.** The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off the Auto Root Update feature.

- **Windows Media Digital Rights Management.** Content owners use Windows Media digital rights management technology (WMDRM) to protect their intellectual property, including copyrights. This software and third party software use WMDRM to play and copy WMDRM-protected content. If the software fails to protect the content, content owners may ask Microsoft to revoke the

software's ability to use WMDRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree that Microsoft may include a revocation list with the licenses. Content owners may require you to upgrade WMDRM to access their content. Microsoft software that includes WMDRM will ask for your consent prior to the upgrade. If you decline an upgrade, you will not be able to access content that requires the upgrade. You may switch off WMDRM features that access the Internet. When these features are off, you can still play content for which you have a valid license.

- **Windows Media Player.** When you use Windows Media Player, it checks with Microsoft for
    - i. compatible online music services in your region;
    - ii. new versions of the player; and
    - iii. codecs if your device does not have the correct ones for playing content.

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

- **Malicious Software Removal/Clean On Upgrade.** Before installation of the software, the software will check and remove certain malicious software listed at www.support.microsoft.com/?kbid=890830 ("Malware") from your device. When the software checks your device for Malware, a report will be sent to Microsoft about any Malware detected or errors that occurred while the software was checking for Malware. No information that can be used to identify you is included in the report. You may disable the software's Malware reporting functionality by following the instructions found at www.support.microsoft.com/?kbid=890830.

- **Network Connectivity Status Icon.** This feature determines whether a system is connected to a network by either passive monitoring of network traffic or active DNS or HTTP queries. The query only transfers standard TCP/IP or DNS information for routing purposes. You can switch off the active query feature through a registry setting.

- **Windows Time Service.** This service synchronizes with time.windows.com once a week to provide your computer with the correct time. You can turn this feature off or choose your preferred time source within the Date and Time Control Panel applet. The connection uses standard NTP protocol.

- **IPv6 Network Address Translation (NAT) Traversal service (Teredo).** This feature helps existing home Internet gateway devices transition to IPv6. IPv6 is next generation Internet protocol. It helps enable end-to-end connectivity often needed by peer-to-peer applications. To do so, each time you start up the software the Teredo client service will attempt to locate a public Teredo Internet service. It does so by sending a query over the Internet. This query only transfers standard Domain Name Service information to determine if your computer is connected to the Internet and can locate a public Teredo service.   If you
    - i. use an application (e.g. Windows Meeting Space) that needs IPv6 connectivity or
    - ii. 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".

ii. **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.

iii. **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.

F. **Notices.**

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

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

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

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

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

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

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

- the version, language and product key of the software

- the Internet protocol address of the device

- information derived from the hardware configuration of the device.

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

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

- prevent further activations

- deactivate

- otherwise block the key from activation or validation.

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

H. 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.

Licensing Model: Per Processor License

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

1. BizTalk Server 2006 R2 Branch, Standard and Enterprise Editions *

2. Commerce Server 2007 Standard and Enterprise Editions

3. Compute Cluster Pack *

4. Connected Services Framework SBE Server 3.0 Billing and Order Handling Editions

5. Connected Services Framework Server 3.0

6. Connected Services Framework Server 3.0 Standard Edition

7. Customer Care Framework 2008 External Connector

8. Forefront Security for SharePoint for Internet Sites *

9. Internet Security and Accelerator Server 2004 Standard and Enterprise Editions

10. Microsoft Dynamics AX *

11. Microsoft Dynamics GP *

12. Microsoft Dynamics NAV *

13. Microsoft Dynamics SL *

14. Office Forms Server 2007 for Internet sites *

15. Office SharePoint Server 2007 for Internet sites *

16. Office SharePoint Server 2007 for Search Standard and Enterprise Editions

17. Provisioning System *

18. SQL Server 2005 Standard, Enterprise and Workgroup Editions *

19. SQL Server 2005 OEM Versions Standard, Enterprise and Workgroup Editions *

20. Virtual Server 2005 R2 Enterprise Edition *

21. Windows Server 2003 Compute Cluster Edition *

22. Windows Server 2003 External Connector for Non-Employees *

23. Windows Server 2003 Rights Management Server External Connector for Non-Employees *

24. Windows Server 2003 Web Edition *

25. Windows Server 2003 Web Edition Enhanced *

26. Windows Server 2003 R2 Anonymous, Standard, Enterprise and Datacenter Editions *

27. Windows Server 2003 R2 Standard and Enterprise Editions *

A. <u>General License Terms</u>. **You have the rights below for each server you properly license.**

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

   a) **Determining the Number of Licenses Required.** You must first determine the number of software licenses you need. The total number of software licenses required for a server equals the sum of the software licenses required under (i) and (ii) below.

   i) To run instances of the server software in the physical operating system environment on a server, you need a software license for each physical processor that the physical operating system environment uses.

   ii) To run instances of the server software in virtual operating system environments on a server, you need a software license for each virtual processor that each of those virtual operating system environments uses. If a virtual operating system environment uses a fraction of a virtual processor, the fraction counts as a full virtual processor.

   II) **Assigning the Required Number of Licenses to the Server.**

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

   b) You may reassign a software license, but not on a short-term basis (i.e., not within 90 days of the last assignment). You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

   III) **Running Instances of the Server Software.**

   a) For each server to which you have assigned the required number of software licenses, you may run, at any one time, any number of instances of the server software in physical and virtual operating system environments on the licensed server. However, the total number of physical and virtual processors used by those operating system environments cannot exceed the number of software licenses assigned to that server.

   b) The software or your hardware may limit the number of instances of the server software that can run in physical or virtual operating system environments on the server.

   IV) **Running Instances of the 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 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 2006 R2 Branch, Standard and Enterprise Editions	• Administration and Monitoring Tools • BizTalk Server Related Schemas and Templates • Business Activity Services • Development Tools • Master Secret Server/Enterprise Single Sign-On • Software Development Kit(s)

	• MQHelper.dll
	• Business Activity Monitoring ("BAM") Event APIs and Interceptors & Administration Tools
	• BAM Alert Provided for SQL Notification Services
	• BAM Client
	• Windows SharePoint Services Adapter Web Service
	• Windows Communication Foundation Adapters
	• SOAP Receive Adapter
	• HTTP Receive Adapter
	• ADOMD.NET
	• MSXML
	• SQLXML
	• Business Rules Component
	• MQSeries Agent
Commerce Server 2007 Standard and Enterprise Editions	• Adapters
	• Schema Editor
	• Business User Interfaces
Compute Cluster Pack	• Compute Cluster Administrator
	• Compute Cluster Administrator's Guide
	• Compute Cluster Job Manager
Connected Services Framework Server 3.0	• Enterprise SSO Functionality
	• Web Services Adapters for Connected Services Framework
Customer Care Framework 2008 External Connector	• Customer Self-Service Web Portal
	• Hosted Application Toolkit
	• Agent Portal
	• Integrated Agent Desktop
	• Multi-Channel Web Services (email, web chat, speech and Computer Technology Integration)
	• Enterprise Single Sign-On
Internet Security and Accelerator Server 2004 Enterprise Edition	• Configuration Storage Server
	• ISA Server Management
	• Message Screener
	• Software Development Kit
Internet Security and Accelerator Server 2004 Standard Edition	• ISA Server Manager
	• Message Screener

	• Software Development Kit
SQL Server 2005 (including OEM Versions) Standard and Enterprise Editions	• Business Intelligence Development Studio • Connectivity Components • Legacy Components • Management Tools • Notification Services Client Components • Reporting Services Report Manager • Reporting Services Shared Tools • Software Development Kit • SQL Server 2005 Shared Tools • SQL Server 2005 Books Online • SQL Server Mobile Server Tools • SQLXML Client Features
SQL Server 2005 (including OEM Versions) Workgroup Edition	• Business Intelligence Development Studio • SQL Server 2005 Books Online • Connectivity Components • Legacy Components • Management Tools • Reporting Services Report Manager • Reporting Services Shared Tools • SQL Server 2005 Shared Tools • Software Development Kit • SQLXML Client Features • SQL Server Mobile Server Tools
Virtual Server 2005 R2 Enterprise Edition	• Virtual Machine Remote Control
Windows Server 2003 Compute Cluster Edition	• Server Administration Tools • Remote Desktop Connection • Windows System Resource Manager

Windows Server 2003 R2 Standard and Enterprise Editions	• DFS Namespaces and Replication Console
	• File Server Management
	• File Server Resource Manager
	• Identity Management for Unix Admin Pack
	• Print Management
	• Remote Desktop Connection
	• Server Administration Tools
	• Windows System Resource Manager

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.

B. <u>Additional Terms for Online Services Products</u>.

I) Additional Licensing Requirements and/or Use Rights.

 a) **Add-on Per Processor Licenses.** If an online service is listed in the table below, you must acquire Add-on Per Processor Licenses, in addition to SALs, to use that online service as described in the table.

Online Services That Require Add-on Per Processor Licenses		
Online Service	**Add-on Per Processor License**	**When Required...**
Forefront Security for SharePoint for Internet Sites	Add-on Per Processor License	For each server running the online service

II) 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:

 a) **License Terms Updates.** We may update the online service's license terms any time. You agree to the new terms by using the online service after we publish them in these product use rights or send you an email or instant message about the updates.

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

c) Online Service Suspension or Cancellation. We may suspend the online service or your use of it for any reason, including service maintenance. We may also cancel the online service or your use of it for any reason, including legal obligations. If we do cancel it, your right to use the online service stops right away. You may not have access to your data which you access through the online service after we suspend or cancel the online service.

d) Term of License. You may not access or use the online service after your services provider license agreement terminates or expires.

III) Responsibility for Your Accounts. You are responsible for all activity with your online service accounts and your passwords. You must keep them confidential. You must tell us right away about any possible misuse of your accounts or any security breach related to the online service.

IV) Use of Software with the Online Service. You may use only Microsoft software or authorized third party software to sign into and use the online service.

a) Microsoft Software License Terms. The terms that come with Microsoft software for the online service apply to your use of that software. If no terms come with the software, you may install it on your devices and use it only with the online service. Your right to use the software ends when your right to use the online service terminates or expires, or when we update the service and it no longer supports the software, whichever comes first. You must uninstall the software when your right to use it ends. We may also disable it at that time.

b) 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.

c) Materials You Post or Provide. For any materials you post or provide to us related to the online service, you give us the right to (1) use, modify, copy, distribute, transmit, and display the materials for the online service, (2) publish your name with the materials, and (3) give these rights to the public. These rights apply only to legal content and legal use of it. We will not pay you for your materials. We may remove them at any time. You must have the rights needed to give us these rights.

d) Scope of Use (Acceptable Use Policy). You may not:

- use the online service in a way that is against the law;

- use the online service in a way that could harm it or impair anyone else's use of it;

- use the online service to try to gain unauthorized access to any service, data, account or network by any means;

- authorize any third party to access or use the online service on your behalf;

- use any automated process or service to access or use the online service such as a BOT, a spider or periodic caching of information stored by Microsoft;

- falsify any email header information (e.g., "spoofing"); or

- use the online service to make available any offering designed to violate these terms (e.g., enable sending of spam, enable denial of service attacks, etc.).

e) Monitoring Your Use. To the extent permitted by law, we may monitor your use of the online service and remove or disclose your information or materials in order to

- ensure your compliance with your services provider license agreement including these product use rights;

- satisfy any legal requirements or process; or

- protect our rights or the rights of others.

f) Electronic Notices. We may provide you with information about the online service in electronic form. It may be via email to the address you provide when you sign up for the service, through a web site that we identify, or via instant messaging. Notice via email or instant messaging is given as of the transmission date. As long as you use the online service, you have the software and hardware needed to receive these notices. You may not use

the online service if you do not agree to receive these electronic notices.

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

h) **Product Availability**. The online services products may not be available in every geography.

C. <u>**Exceptions and Additional Terms for Particular Products**</u>.

For BizTalk Server 2006 R2 (All Editions) :

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

Consent for Internet-Based Services. The software feature described below connects to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off this feature or not use it. For more information about this feature, see **http://go.microsoft.com/fwlink/?LinkID=57190** and **http://go.microsoft.com/fwlink/?LinkID=57191**. **By using this feature, you consent to the transmission of this information.** Microsoft does not use the information to identify or contact you.

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

<u>Microsoft Update Feature</u>. You may connect new hardware to the device where you run the software. Your device may not have the drivers needed to communicate with that hardware. If so, the update feature of the software can obtain the correct driver from Microsoft and run it on your device. You can switch off this update feature.

For BizTalk Server 2006 R2 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

  o divisions,

  o business units, or

  o branch offices.

For BizTalk Server 2006 R2 Enterprise Edition:

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

- you may run, at any one time, any number of instances of the server software in one physical and any number of virtual operating system environments on that server.

- you do not need to license virtual processors.

For BizTalk Server 2006 R2 Standard Edition:

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

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

server. It cannot be shared by more than one operating system environment in which you run the server software.

For Compute Cluster Pack:

Server Software. You may run the server software for your use solely with Windows Server 2003 Compute Cluster Edition and Microsoft Windows Server 2003 x64 Edition.

For Customer Care Framework 2008 External Connector:

Access to the Server Software. Only users who are external users may access Customer Care Framework 2008. For each license you obtain, you may permit an unlimited number of external users to access or use a single copy of the server software. You may only use server software that is pre-installed on a server that you purchased. The installation and use rights for Customer Care Framework 2008 are governed by the end user license agreement accompanying the server on which the server software for Windows Server 2003, Datacenter Edition was pre-installed. Access rights to the server software and any use of the client software (also known as device software) in connection with software services are governed by these product use rights.

For Forefront Security for SharePoint for Internet Sites:

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

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

Substitution of Scan Engines. We may substitute comparable software and files for the online services

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

Use in South Korea. You are not licensed to use the AhnLab anti-virus engine on any server system located in South Korea.

For Microsoft Dynamics AX; Microsoft Dynamics GP; Microsoft Dynamics NAV; Microsoft Dynamics SL (for Business Essentials Edition, Advanced Management Edition and Advanced Management Enterprise components):

Product Packaging: These Microsoft Dynamics products have the following packaging:

Editions: You can select from two editions of pre-selected (packaged) software available for Microsoft Dynamics. When you select an edition, you must obtain a SAL for each user who is authorized to access or uses the software. The available editions are

- Business Essentials Edition
- Advance Management Edition

Components: If you need additional functionality than those included in the selected edition, you may add functionalities by licensing additional components. Depending on the nature of the functionality, a component might be licensed as a Per Processor or SAL. All of these components are collectively referred to as Advance Management Enterprise components. We may modify the list of Advance Management Enterprise components. For details of the Advance Management Enterprise components available, please see www.explore.ms or contact your software products reseller.

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 used to run the application. 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 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 Office Forms Server 2007 for Internet sites and Office SharePoint Server 2007 for Internet sites

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

For 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 2005 Enterprise Edition:

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

- you may run, at any one time, any number of instances of the server software in one physical and any number of virtual operating system environments on that server.

- you do not need to license virtual processors.

For SQL Server 2005 Standard, Enterprise and Workgroup Editions:

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

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

- SQL Server 2005 Enterprise Edition for Embedded Systems x32 (Runtime Edition);

- SQL Server 2005 Standard Edition for Embedded Systems x32 (Runtime Edition);

- SQL Server 2005 Workgroup Edition for Embedded Systems x32 (Runtime Edition);

- SQL Server 2005 Enterprise Edition for Embedded Systems x64 (Runtime Edition);

- SQL Server 2005 Standard Edition for Embedded Systems x64(Runtime Edition); and

- SQL Server 2005 Standard Edition for Embedded Systems (x32) (Systems Management Runtime Edition)

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

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 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 on the licensed server.

For Windows Server 2003 Compute Cluster Edition:

Running Instances of the Server Software. You may run, at any one time, one instance of the server software in one physical or virtual operating system environment on the licensed server. You may use the server software only for running high performance computing (HPC) applications. HPC applications solve complex computational problems using several servers as a group, also called a cluster, to solve a single computational problem or a single set of closely related computational problems. Applications that run on a single server are not considered HPC applications. Applications that are distributed across multiple servers are not considered HPC applications, unless they are working on a set of closely related computational problems. You may not use the server software for any other purpose (e.g., you may not use the server software as a general purpose server, database server, e-mail server, print server or file server).

For Windows Server 2003 External Connector for Non-Employees

Access to the Server Software. For each license you obtain, you may permit an unlimited number of external users to access or use a single copy of the server software. You may only use server software that is pre-installed on a server that you purchased. The installation and use rights for Windows Server 2003 are governed by the end user license agreement accompanying the pre-installed Windows Server 2003. External users means users that are not (i) a customer who is an individual; (ii) a customer's or the customer's affiliates' employees, or (iii) a customer's or the customer's affiliates' contractors and agents. You may not use Windows Server 2003 External Connector with Windows Server 2003 Datacenter edition.

Feature Pack for Windows Server Operating System Software, Windows Server Updates Services for Windows Server. You may download the software from a designated Microsoft web site for use with Windows Server product. You may install and use the numbers of copies of the software equal to the numbers of software licenses you have obtained for the Windows Server product. You may only use the software to update the Windows Server product.

For Windows Server 2003 Rights Management Server External Connector for Non-Employees (for Windows Server 2003, Enterprise Edition, Windows Server 2003, Standard Edition, Windows Server 2003, Windows Server 2003 Web Edition, or Windows Server 2003 Web Edition Enhanced):

Two Software Licenses Minimum. You must obtain at least two software licenses to use this server software.

For Windows Server 2003, Web 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) To run one instance of the server software at any one time in either one physical operating system environment or one virtual operating system environment on a server, you need a software license for each physical processor on that server.

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

Installation of Server Software. You may not separate component parts of the server software for use on more than one server. You may use the server software with up to two (2) processors on a server at any one time.

Restrictions on Use. The server software may be used only for deployment of web pages, websites, web applications, web services, and POP3 mail serving. You may install web server software (e.g., Microsoft Internet Information Services), licensed non-enterprise database engine software to support no more than twenty-five (25) concurrent users (e.g., Microsoft SQL Server Desktop Engine), or web availability management software (e.g., Microsoft Application Center). These applications may access data from any one or more of the following applications deployed on a separate server:

- database software (e.g., Microsoft SQL Server), and

- business application software (e.g., enterprise email, enterprise resource planning, and customer relationship management).

Any other usage of the server software is not permitted.

For Windows Server 2003, Web Edition Enhanced:

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

(ii) below.

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

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

Installation of Server Software. You may not separate component parts of the server software for use on more than one server.

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

- Web serving software, such as Microsoft Internet Information Services;

- Management software or security agents, such as Microsoft Operations Manager Agent;

- Database engine software solely to support applications running in that same operating system environment; and

- Business applications, such as CRM, ERP, or internal collaboration and portal software, provided the total number of users of the application at any one time is less than 50.

- Internet facing portal and collaboration applications with no limitation on the number of users at any one time.

For Windows Server 2003 R2 Standard and Enterprise Editions:

Windows Server 2003 R2 Standard 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)   To run one instance of the server software at any one time in either one physical operating system environment or one virtual operating system environment on a server, you need a software license for each physical processor on that server.

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

Windows Server 2003 R2 Enterprise 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, and

- four instances of the server software in virtual operating system environments. You may run only one instance per virtual operating system environment. You may run an instance of Standard Edition in place of Enterprise Edition in any of these virtual operating system environments.

If you run all five permitted instances at the same time, you may only run the instance of the server software in the physical operating system environment to operate hardware virtualization software and to manage and service operating system environments on the server.

(ii)   You need an additional software license for each physical processor on the server to run four additional instances of the server software in virtual operating system environments. You may run only one instance per virtual operating system environment.

Windows Server 2003 R2 Terminal Services. You need a Windows Terminal Services SAL for each user that is authorized to access the server software to host a graphical user interface using the Windows Server Terminal Services functionality. You do not need a Windows Terminal Services SAL to attach to or mirror the console session. The console session is the session that takes place through the server's primary keyboard and display device or similar devices. Please see the SAL licensing model section for a description of the SAL license.

Windows Server 2003 Rights Management Services. You need a Windows Rights Management Services SAL for each user

that is authorized to access the server software to host a graphical user interface using the Windows Rights Management Services functionality. Please see the SAL licensing model section for a description of the SAL license.

Feature Pack for Windows Server Operating System Software, Windows Server Updates Services for Windows Server. You may download the software from a designated Microsoft web site for use with a Windows Server product. You may install and use the numbers of copies of the software equal to the numbers of software licenses you have obtained for the Windows Server product. You may only use this software to update the Windows Server product.

For Windows Server 2003 R2 Anonymous, Standard, Enterprise and Datacenter Editions:

User Restrictions. You may allow only the following users to use or access the server software: (i) Users who access your instances of the server software through the Internet without being authenticated or otherwise individually identified by the server software, or a multiplexing or pooling software or hardware, (ii) Users who access and use the server software only as a platform for server applications (excluding applications that have direct or indirect interaction with Windows authentication services (when user or application credentials are exchanged between the server software and a user or device, such as Microsoft Exchange Server, Microsoft Windows SharePoint Services and Microsoft SharePoint Portal Server), and (iii) Users who access your instances of the server software when those instances are used exclusively for web hosting. An instance is used for web hosting if:

a. The sole purpose of the server upon which the instance is running is to run websites that directly interface with the Internet and the primary functionality of the server is publicly accessible, AND

b. You permit and enable users of the websites to upload custom code, content, and data to their websites, without restriction. You may, however, restrict use for security reasons directly related to spam or other similar commercial email abuse as provided in your acceptable use policy. Your acceptable use policy must be reasonably based on web hosting industry standards.

You may also permit up to five (5) other users for each instance running in a physical operating system environment and two (2) other users for each instance running in a virtual operating system environment to use or access the services of a server running the server software for the sole purpose of testing, maintenance and administration of the licensed products.

You do not need Windows Server 2003 Terminal Services SALs for this limited number of users performing testing, maintenance and administration of the licensed products.

You need a Windows Server 2003 Terminal Services SAL for each user that is authorized to access any instance running in a physical or virtual operating system environment to host a graphical user interface using the Windows Server Terminal Services functionality. Please see the SAL licensing model section for a description of the SAL license.

Windows Server 2003 R2 Anonymous Standard 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, and

- one instance of the server software in one virtual operating system environment.

If you run the two (2) permitted instances at the same time, you may only run the instance of the server software in the physical operating system environment to operate hardware virtualization software and to manage and service operating system environments on the server.

(ii) You need an additional software license for each physical processor on the server to run one (1) additional instance of the server software in a virtual operating system environment. You may run only one instance per virtual operating system environment.

Windows Server 2003 R2 Anonymous Enterprise 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, and

- four (4) instances of the server software in virtual operating system environments. You may run only one

instance per virtual operating system environment.

If you run all five (5) permitted instances at the same time, you may only run the instance of the server software in the physical operating system environment to operate hardware virtualization software and to manage and service operating system environments on the server.

(ii) You need an additional software license for each physical processor on the server to run four (4) additional instances of the server software in virtual operating system environments. You may run only one instance per virtual operating system environment.

You may run on the licensed server an instance of Standard Edition in place of Enterprise Edition in any operating system environment.

Windows Server 2003 R2 Anonymous Datacenter Edition.

You need one software license for each physical processor on a server, which permits you to run on that server, at any one time,

(1) one instance of the server software in the physical operating system environment, and

(2) any number of instances of the server software in virtual operating system environments (only one instance per virtual operating system environment).

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

Feature Pack for Windows Server Operating System Software, Windows Server Updates Services for Windows Server. You may download the software from a designated Microsoft web site for use with a Windows Server product. You may install and use the numbers of copies of the software equal to the number of software licenses you have obtained for the Windows Server product. You may only use the software to update the Windows Server product.

Licensing Model: Subscriber Access License

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

1. Antigen for Instant Messaging *
2. CRM 3.0 Professional Edition *
3. Customer Care Framework 2008 *
4. Exchange Server 2007 Enterprise Edition *
5. Expression Web 1.0
6. Forefront Client Security with SQL Server 2005 Technology
7. Forefront Security for Exchange Server *
8. Forefront Security for SharePoint *
9. Forefront Server Security Management Console *
10. Microsoft Dynamics AX *
11. Microsoft Dynamics GP *
12. Microsoft Dynamics NAV *
13. Microsoft Dynamics SL *
14. Microsoft Exchange Hosted Archive *
15. Microsoft Exchange Hosted Archive Extra Storage *
16. Microsoft Exchange Hosted Continuity *
17. Microsoft Exchange Hosted Encryption *
18. Microsoft Exchange Hosted Filtering *
19. Office Communications Server 2007 Enterprise Edition *
20. Office Forms Server 2007
21. Office Live Meeting Professional
22. Office Live Meeting Standard
23. Office Multi Language Pack 2007
24. Office PerformancePoint Server 2007
25. Office Professional Plus Edition 2007 *
26. Office Project 2007 Standard and Professional Editions *
27. Office Project Portfolio Server 2007
28. Office Project Server 2007 *
29. Office SharePoint Designer 2007 *
30. Office SharePoint Server 2007 Standard and Enterprise Editions
31. Office Standard Edition 2007 * †
32. SoftGrid for Terminal Services
33. SQL Server 2005 Standard, Enterprise and Workgroup Editions
34. SQL Server 2005 OEM Versions Standard, Enterprise and Workgroup Editions*
35. System Center Configuration Manager 2007 *
36. System Center Configuration Manager 2007 with SQL Server 2005 Technology *
37. System Center Data Protection Manager 2007 *
38. System Center Operations Manager 2007 *
39. System Center Operations Manager 2007 with SQL Server 2005 Technology *
40. System Center Remote Operations Manager 2007 *
41. System Center Virtual Machine Manager * (available only in System Center Server Management Suite Enterprise SAL)
42. Visio 2007 Standard and Professional Editions *
43. Visual Studio Team Foundation Server with SQL Server 2005 Technology *
44. Visual Studio 2005 Professional Edition *
45. Whale Intelligent Application Gateway
46. Windows Server 2003 for Small Business Server *
47. Windows Small Business Server 2003 R2 Standard and Premium Editions *
48. Windows Server 2003 R2 Standard and Enterprise Editions *
49. Windows Server 2003 R2 OEM *
50. Windows Server 2003 Rights Management Services *
51. Windows Vista Business *

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

A. <u>General License Terms</u>. **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 below for Management Server, Desktop and Online Services Use Rights.)*

a) **Subscriber Access Licenses (SALs).**

- 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 of this licensing model. A hardware partition or blade is considered to be a separate device. The appropriate SAL for each product is listed in the table below.

- You do not need SALs for any software licensed with a Per Processor license.

- Some software functionality requires additional SALs as listed in the table below.

Product or Functionality	List of SALs
CRM 3.0 Professional Edition	• CRM 3.0 Professional SAL
Customer Care Framework 2008	• Customer Care Framework 2008 SAL
Exchange Server 2007 Enterprise Edition	• Exchange Server 2007 Hosted Exchange Basic SAL • Exchange Server 2007 Hosted Exchange Standard SAL • Exchange Server 2007 Hosted Exchange Standard Plus SAL • Exchange Server 2007 Hosted Exchange Enterprise SAL • Exchange Server 2007 Hosted Exchange Enterprise Plus SAL
Office Communications Server 2007 Enterprise Edition	• Office Communications Server 2007 Standard SAL • Office Communications Server 2007 Enterprise SAL
Office PerformancePoint Server 2007	• Office PerformancePoint Server 2007 SAL
Office Project Portfolio Server 2007	• Office Project Portfolio Server 2007 SAL
Office Project Server 2007	• Office Project Server 2007 SAL
Office SharePoint Server 2007 Standard and Enterprise Editions	• Office SharePoint Server 2007 Standard SAL
Office SharePoint Server 2007 E-forms, spreadsheet publishing and data integration functionality	• Office SharePoint Server 2007 Enterprise SAL

SQL Server 2005 (including OEM versions) Standard and Enterprise Editions	• SQL Server 2005 SAL
SQL Server 2005 (including OEM Versions) Workgroup Edition	• SQL Server 2005 SAL • SQL Server 2005 Workgroup SAL • Windows Small Business Server 2003 SAL (for any user or device that is accessing instances of the server software that are within an SBS 2003 R2 domain)
Visual Studio 2005 Team Foundation Server with SQL Server 2005 Technology	• Visual Studio 2005 Team Foundation Server SAL
SoftGrid 4.x for Terminal Services	• SoftGrid 4.x SAL for Terminal Services
Windows Server 2003 for Small Business Server	• Windows Server 2003 for Small Business Server SAL
Windows Server 2003 R2 Rights Management Services	• Windows Server 2003 Rights Management Services SAL
Windows Server 2003 R2 Standard and Enterprise Editions	• Windows Server 2003 SAL, or • Windows Small Business Server 2003 SAL (for any user or device that is accessing instances of the server software that are within a SBS 2003 R2 domain), or
Windows Server 2003 R2 Terminal Services	• Windows Server 2003 Terminal Services SAL • Administering TS SALs
Windows Small Business Server 2003 R2 Standard and Premium Editions	• Windows Small Business Server 2003 SAL

b) **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.

c) **Concurrent Connections for User SALs.** You must acquire a SAL for each concurrent connection to a server running the server 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 server software from both devices at the same time.

d) **Reassignment of SALs.** You may:

- permanently reassign your device SAL from one device to another, or your user SAL from one user to another, or

- 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) **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 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 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
CRM 3.0 Professional Edition	• CRM Client Software • CRM Email Connector • CRM Mobile • Data Migration Framework • Demo database tool • Redeployment tool • SQL 2000 Reporting Services ("SRS")
Customer Care Framework 2008	• Customer Self-Service Web Portal • Hosted Application Toolkit • Agent Portal • Integrated Agent Desktop • Multi-Channel Web Services (email, web chat, speech and Computer Telephony Integration) • Enterprise Single Sign-On
Exchange Server 2007 Enterprise Edition	• Exchange Management Tools
Office Communications Server 2007 Enterprise Edition	• Administration Tools • Conferencing Add-in for Microsoft® Office Outlook® • Office Communicator 2007 • Office Communicator Mobile • Office Live Meeting Client • Software Development Kit
Office PerformancePoint Server 2007	• Add-in for Microsoft Excel • Business Modeler Client • Data Import Wizard for Dynamics AX • ProClarity Dashboard Server • ProClarity Desktop Professional 6.3

Office Project Portfolio Server 2007	• Software Development Kit (SDK)
Office Project Server 2007	• Software Development Kit (SDK)
Office SharePoint Server 2007 Standard and Enterprise Editions	• Software Development Kit (SDK)
SoftGrid for Terminal Services	• SoftGrid Server • SoftGrid Database • SoftGrid Sequencer • SoftGrid Management Console
SQL Server 2005 (including OEM Versions) Standard and Enterprise Editions	• Analysis Services Shared Tools • Business Intelligence Development Studio • Connectivity Components • Legacy Components • Management Tools • Notification Services Client Components • Reporting Services Report Manager • Reporting Services Shared Tools • SQL Server 2005 Shared Tools • Software Development Kit • SQLXML Client Features • SQL Server 2005 Books Online • SQL Server Mobile Server Tools
SQL Server 2005 (including OEM Versions) Workgroup Edition	• Business Intelligence Development Studio • Connectivity Components • Legacy Components • Management Tools • Reporting Services Report Manager • Reporting Services Shared Tools • Software Development Kit • SQL Server 2005 Shared Tools • SQL Server 2005 Books Online • SQL Server Mobile Server Tools • SQLXML Client Features
Visual Studio 2005 Team Foundation Server with SQL Server 2005 Technology	• Team Explorer • Team Foundation Build
Windows Server 2003 for Small Business Server	• AD Migration Tool • FRS monitoring tools

	• GPMC • Server Administration Tools in adminpak.msi • Shadow Copy Client
Windows Server 2003 R2 Standard and Enterprise Editions	• DFS Namespaces and Replication Console • File Server Management • File Server Resource Manager • Identity Management for Unix Admin Pack • Print Management • Remote Desktop Connection • Server Administration Tools • Windows System Resource Manager
Windows Small Business Server 2003 R2 Standard and Premium Editions	• Server Administration Tools • Remote Desktop Connection • Office Outlook 2003 • SQL Business Intelligence Development Studio • SQL Server 2005 Books Online • SQL Connectivity Components • SQL Legacy Components • SQL Management Tools • SQL Reporting Services Report Manager • SQL Reporting Services Shared Tools • SQL Server 2005 Shared Tools • SQL Software Development Kit • SQLXML Client Features • SQL Server Mobile Server Tools

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 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 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).**

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

  i) **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. OSEs running server operating system software require server SALs. You may use either server or client SALs for all other OSEs.

  ii) **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.

  iii) **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.

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

b) **Assigning Management Licenses**.

- If you acquire user client SALs, you must assign them to the users of the OSEs your instances of the server software manage.

- 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.

- The appropriate management SALs:

  i) server or client

  ii) OSE or user (if any)

  for each product is listed in the table below.

- For purposes of this paragraph, to "manage" an OSE means to

  i) solicit or receive data about,

  ii) configure, or

iii) give instructions to

the hardware or software associated with the OSE, other than to discover the presence of a device.

- You do not need a management SAL for

    i)   any OSEs in which no instances of software are running, or

    ii) any devices functioning only as network infrastructure devices (OSI layer 3 or below).

- 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.

Product or Functionality (or Workload)	Category and List of SALs
System Center Configuration Manager 2007 and **System Center Configuration Manager 2007 with SQL Server 2005 Technology** (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. Basic Operating System Workloads means - these basic operating system utilities: System Resource Manager, Password Change Notification, Baseline Security Analyzer, Reliability and Availability Services, - these file and print service workloads: Print Server, Distributed File System (DFS), File Replication Service (FRS), Network File System (NFS), File Transfer Protocol (FTP), and Windows SharePoint Services, and - these networking service workloads: Distributed Naming Service (DNS), Dynamic Host Configuration Protocol (DHCP), and Windows Internet Naming Service (WINS).)	For System Center Configuration Manager 2007 Server SALs (Standard): - System Center Configuration Manager 2007 Standard Server SAL, or - System Center Server Management Suite Standard SAL For System Center Configuration Manager 2007 with SQL Server Technology Server SALs (Standard): - System Center Configuration Manager 2007 with SQL Server 2005 Technology Standard Server SAL, or - System Center Server Management Suite Standard SAL

System Center Configuration Manager 2007 and **System Center Configuration Manager 2007 with SQL Server 2005 Technology** (Management by instances of the server software using DCM of: • 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.)	For System Center Configuration Manager 2007 Server SALs (Enterprise): • System Center Configuration Manager 2007 Enterprise Server SAL, or • System Center Server Management Suite Enterprise SAL For System Center Configuration Manager 2007 with SQL Server Technology Server SALs (Enterprise): • System Center Configuration Manager 2007 with SQL Server 2005 Technology Enterprise Server SAL, or • System Center Server Management Suite Enterprise SAL
System Center Configuration Manager 2007 and **System Center Configuration Manager 2007 with SQL Server 2005 Technology**	For System Center Configuration Manager 2007 Client SAL: • System Center Configuration Manager 2007 Client SAL For System Center Configuration Manager 2007 with SQL Server 2005 Technology Client SAL: • System Center Configuration Manager 2007 with SQL Server 2005 Technology Client SAL
System Center Data Protection Manager 2007 (Basic file backup and recovery management by instances of the server software of • operating system components • utilities • service workloads running in the licensed OSE.)	Server SAL (Standard): • System Center Data Protection Manager 2007 Standard Server SAL, or • System Center Server Management Suite Standard SAL
System Center Data Protection Manager 2007 (Backup and recovery, including basic file backup and recovery, by instances of the server software of • the server system state • all operating system components	Server SAL (Enterprise): • System Center Data Protection Manager 2007 Enterprise Server SAL, or • System Center Server Management Suite Enterprise SAL

• all utilities • all server workloads • any applications running in the licensed OSE.)	
System Center Data Protection Manager 2007	Client SAL: • None available
System Center Operations Manager 2007 and **System Center Operations Manager 2007 with SQL Server 2005 Technology** (Management by instances of the server software of only Basic Operating System Workloads running in the licensed OSE). Basic Operating System Workloads means • these basic operating system utilities: System Resource Manager, Password Change Notification, Baseline Security Analyzer, Reliability and Availability Services, • these file and print service workloads: Print Server, Distributed File System (DFS), File Replication Service (FRS), Network File System (NFS), File Transfer Protocol (FTP), and Windows SharePoint Services, and • these networking service workloads: Distributed Naming Service (DNS), Dynamic Host Configuration Protocol (DHCP), and Windows Internet Naming Service (WINS). Microsoft may expand the list of Basic Operating System Workloads by posting updates at http://go.microsoft.com/?linkid=44 26611.	For System Center Operations Manager 2007 Server SALs (Standard): • System Center Operations Manager 2007 Standard Server SAL, or • System Center Server Management Suite Standard SAL For System Center Operations Manager 2007 with SQL Server Technology Server SALs (Standard): • System Center Operations Manager 2007 with SQL Server 2005 Technology Standard Server SAL, or • System Center Server Management Suite Standard SAL
System Center Operations	For System Center Operations Manager 2007

Manager 2007 and **System Center Operations Manager 2007 with SQL Server 2005 Technology** (Management by instances of the server software of • Basic Operating System Workloads • all other operating system utilities • all other service workloads • any applications running in the licensed OSE.)	Server SALs (Enterprise): • System Center Operations Manager 2007 Enterprise Server SAL, or • System Center Server Management Suite Enterprise SAL For System Center Operations Manager 2007 with SQL Server Technology Server SALs (Enterprise): • System Center Operations Manager 2007 with SQL Server 2005 Technology Enterprise Server SAL, or • System Center Server Management Suite Enterprise SAL
System Center Operations Manager 2007 and **System Center Operations Manager 2007 with SQL Server 2005 Technology**	For System Center Operations Manager 2007 Client SAL: • System Center Operations Manager 2007 Client SAL For System Center Operations Manager 2007 with SQL Server Technology Client SAL: • System Center Operations Manager 2007 with SQL Server 2005 Technology Client SAL
System Center Remote Operations Manager 2007	Server SAL: System Center Remote Operations Manager 2007 Server Management SAL
System Center Remote Operations Manager 2007	Client SAL: • System Center Remote Operations Manager 2007 Client Management SAL
System Center Virtual Machine Manager	Server SAL (Enterprise): • System Center Server Management Suite Enterprise SAL
System Center Virtual Machine Manager	Client SAL: • None available

c) **Reassignment of SALs.** You may:

- permanently reassign

    i)   an OSE server or client SAL from one device to another,

    ii)   or a user client SAL from one user to another; or

- temporarily reassign

    i)   an OSE server or client SAL to a loaner device while the first device is out of service,

    ii) 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 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 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
System Center Configuration Manager 2007	*For all editions of System Center Configuration Manager 2007*
	• Configuration Manager Console
	• Configuration Manager Client
	• Device Management Point
	• Custom Updates Publishing Tool
	• Distribution Point
	• Fallback Status Point
	• Inventory Tool for Microsoft Updates
	• PXE Service Point
	• Management Point
	• Reporting Point
	• Secondary Site Server
System Center Configuration Manager 2007 with SQL Server 2005 Technology	• Server Locator Point
	• Software Update Point
	• State Migration Point
	• System Health Validator Point
	• Configuration Pack
	Only for System Center Configuration Manager 2007 with SQL Server 2005 Technology
	• Analysis Services Shared Tools
	• Business Intelligence Development Studio
	• Connectivity Components
	• Legacy Components
	• Management Tools

	• Microsoft Baseline Security Analyzer • Notification Services Client Components • Reporting Services Report Manager • Reporting Services Shared Tools • SQL Server 2005 Shared Tools • Software Development Kit • SQLXML Client Features • SQL Server 2005 Books Online SQL Server Mobile Server Tools • Agent and Helper Binaries • Audit Database • Connector Framework • Console • Database • Management Packs • Power Shell • Reporting Data Warehouse • Reporting Server • Web Console
System Center Data Protection Manager 2007	• Data Protection Manager 2007 Agent • Data Protection Manager Remote Command-Line Interface Console • Data Protection Manager System Recovery Tool Agent
System Center Operations Manager 2007	*For all editions of System Center Operations Manager 2007* • Agent and Helper Binaries • Audit Database • Connector Framework • Console • Database • Management Packs • Power Shell • Reporting Data Warehouse • Reporting Server
System Center Operations Manager 2007 with SQL Server 2005 Technology	*Only for System Center Operations Manager 2007 with SQL Server 2005 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 2005 Shared Tools • Software Development Kit • SQLXML Client Features • SQL Server 2005 Books Online • SQL Server Mobile Server Tools • Web Console
System Center Remote Operations Manager 2007	• Remote Web Workplace
System Center Virtual Machine Manager	• Virtual Machine Manager Agent • Physical to Virtual Agent • Administrator Console • Virtual Machine Manager Self Service Portal • VMRC Client

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 on one server solely to 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 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.**

a) **Subscriber Access Licenses (SALs).**

- 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 of this licensing model. A hardware

partition or blade is considered to be a separate device.

- 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.**

   - **Licensed Device.** Before you use the software under a license, you must assign that license to one device (physical hardware system). That device is the "licensed device." A hardware partition or blade is considered to be a separate device**.**
     - o You may install and use any number of copies of the software and of any prior version of the software on the licensed 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.

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**
Forefront Server Security Management Console	Forefront Server Security Management Console SAL	One for each server running the online service
Microsoft Exchange Hosted Archive Extra Storage	Microsoft Exchange Hosted Archive Extra Storage SAL	One for each gigabyte of storage in excess of storage provided with User SALs

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.

c) 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…**

Antigen for Instant Messaging	Antigen for Instant Messaging User SAL	users whose instant messages are processed by the online service or related software
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 Security for Exchange Server	Hosted Forefront Security for Exchange Server Basic SAL	users whose subscriber data is processed by the online service or related software
	Hosted Forefront Security for Exchange Server Standard SAL	users whose subscriber data is processed by the online service or related software
	Hosted Forefront Security 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 SharePoint	Forefront Security for SharePoint User SAL	users that access data on SharePoint sites processed by the online service or related software
	Forefront Security for SharePoint Device SAL	devices that access data on SharePoint sites 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 Continuity	Microsoft Exchange Hosted Continuity User SL	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
Microsoft Exchange Hosted Filtering	Microsoft Exchange Hosted Encryption 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
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 who access the online service for purposes other than scheduling or conducting a web conference
Office Live Meeting Standard	Office Live Meeting Standard User SAL	users who access the online service. However, you do not need user SALs for external users who access the online service for purposes other than scheduling or conducting a web conference

d) 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:

    i) License Terms Updates. We may update the online service's license terms any time. You agree to the new terms by using the online service after we publish them in these product use rights or send you an email or instant message about the updates.

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

    iii) Online Service Suspension or Cancellation. We may suspend the online service or your use of it for any reason, including service maintenance. We may also cancel the online service or your use of it for any reason, including legal obligations. If we do cancel it, your right to use the online service stops right away. You may not have access to your data which you access through the online service after we suspend or cancel the online service.

    iv) Term of License. You may not access or use the online service after your services provider license agreement terminates or expires.

e) Responsibility for Your Accounts. You are responsible for all activity with your online service accounts and your passwords. You must keep them confidential. You must tell us right away about any possible misuse of your accounts or any security breach related to the online service.

f) Use of Software with the Online Service. You may use only Microsoft software or authorized third party software to sign into and use the online service.

    i) Microsoft Software License Terms. The terms that come with Microsoft software for the online service apply to your use of that software. If no terms come with the software, you may install it on your devices and use it only with the online service. Your right to use the software ends when your right to use the online service terminates or expires, or when we update the service and it no longer supports the software, whichever comes first. You must uninstall the software when your right to use it ends. We may also disable it at that time.

    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.

    iii) Materials You Post or Provide. For any materials you post or provide to us related to the online service, you give us the right to (1) use, modify, copy, distribute, transmit, and display the materials for the online service, (2) publish your name with the materials, and (3) give these rights to the public. These rights apply only to legal content and legal use of it. We will not pay you for your materials. We may remove them at any time. You must have the rights needed to give us these

rights.

iv) Scope of Use (Acceptable Use Policy). You may not:

- use the online service in a way that is against the law;

- use the online service in a way that could harm it or impair anyone else's use of it;

- use the online service to try to gain unauthorized access to any service, data, account or network by any means;

- authorize any third party to access or use the online service on your behalf;

- use any automated process or service to access or use the online service such as a BOT, a spider or periodic caching of information stored by Microsoft;

- falsify any email header information (e.g., "spoofing"); or

- use the online service to make available any offering designed to violate these terms (e.g., enable sending of spam, enable denial of service attacks, etc.).

v) Monitoring Your Use. To the extent permitted by law, we may monitor your use of the online service and remove or disclose your information or materials in order to

- ensure your compliance with your services provider license agreement including these product use rights;

- satisfy any legal requirements or process; or

- protect our rights or the rights of others.

vi) Electronic Notices. We may provide you with information about the online service in electronic form. It may be via email to the address you provide when you sign up for the service, through a web site that we identify, or via instant messaging. Notice via email or instant messaging is given as of the transmission date. As long as you use the online service, you have the software and hardware needed to receive these notices. You may not use the online service if you do not agree to receive these electronic notices.

vii) Privacy. See the online service's privacy statement for information about how we may collect and use your information.

viii) Product Availability. The online services products may not be available in every geography.

B. Exceptions and Additional Terms for Specific Products.

For Forefront Server Security Management Console:

Service SALs. You must acquire one service SAL for each server that runs the online service.

No User SAL required.

For Antigen for Instant Messaging, Forefront Client Security, Forefront Security for Exchange Server, Forefront Security for SharePoint:

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

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

Substitution of Scan Engines. We may substitute comparable software and files for the online 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 Security for SharePoint or Forefront Client Security.

For CRM 3.0, Professional Edition:

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

For Customer Care Framework 2008:

No Support Services. The software is provided "as is" and is not supported.

For Exchange Server 2007 Enterprise Edition:

User SAL Requirement. The Exchange Server 2007 Hosted Exchange Basic, Exchange Server 2007 Hosted Exchange Standard, Exchange Server 2007 Hosted Exchange Standard Plus, Exchange Server 2007 Hosted Exchange Enterprise and Exchange Server 2007 Hosted Exchange Enterprise Plus SALs include the use of Outlook Web Access. You must obtain a SAL for each user.

Restriction on Use. Only users for whom you obtain an Exchange Server 2007 Hosted Exchange Standard Plus SAL or Exchange Server 2007 Hosted Exchange Enterprise Plus SAL may use the Messaging Application Programming Interface (MAPI) network protocol to access and use the server software.

Usage Limitations for Exchange Server 2007 Hosted Exchange Basic SAL. Each user for whom you obtain an Exchange Server 2007 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)) 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 2007 Hosted Exchange Standard SAL and Exchange Server 2007 Hosted Exchange Standard Plus SAL. Each user for whom you obtain an Exchange Server 2007 Hosted Exchange Standard SAL or Exchange Server 2007 Hosted Exchange Standard Plus SAL may use the following features of the server software:

- The features of the Exchange Server 2007 Hosted Exchange Basic SAL described above;

- Outlook Web Access features that enable the features described in this SAL;

- 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 2007 Hosted Exchange Standard Plus SALs:

Entourage 2004 and Outlook 2007. You may create and run one instance of the Entourage 2004 or Outlook 2007 client software in one physical or virtual operating system environment 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 2007 Hosted Exchange Enterprise SAL and Exchange Server 2007 Hosted Exchange Enterprise Plus SAL. Each user for whom you obtain an Exchange Server 2007 Hosted Exchange Enterprise SAL and Exchange Server 2007 Hosted Exchange Enterprise Plus SAL may use the following features of the server software:

- The features of the Exchange Server 2007 Hosted Exchange Standard SAL as described above;

- Unified Messaging;

- Compliance Management;

- Exchange 2007 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 2007 Hosted Exchange Enterprise Plus SALs:

Entourage 2004 and Outlook 2007. You may create and run one instance of the Entourage 2004 or Outlook 2007 client software in one physical or virtual operating system environment 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 Microsoft Dynamics AX; Microsoft Dynamics GP; Microsoft Dynamics NAV; Microsoft Dynamics SL (for Business Essentials Edition, Advanced Management Edition and Advanced Management Enterprise components):

Product Packaging: These Microsoft Dynamics products have the following packaging:

Editions: You can select from two editions of pre-selected (packaged) software available for Microsoft Dynamics. When you select an edition, you must obtain a SAL for each user who is authorized to access or uses the software. The available editions are

- Business Essentials Edition

- Advance Management Edition

Components: If you need additional functionality than those included in the selected edition, you may add functionalities by licensing additional components. Depending on the nature of the functionality, a component might be licensed as a Per Processor or SAL. All of these components are collectively referred to as Advance Management Enterprise components. We may modify the list of Advance Management Enterprise components. For details of the Advance Management Enterprise components available, please see www.explore.ms or contact your software products reseller.

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 used to run the application. 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

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 Microsoft Exchange Hosted Archive, Microsoft Exchange Hosted Archive Extra Storage, Microsoft Exchange Hosted Continuity, Microsoft Exchange Hosted Encryption, and Microsoft Exchange Hosted Filtering:

License Terms Updates. Except as follows, during the current term of your 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. Except for Microsoft Exchange Hosted Filtering, you must acquire user SALs for each user and any required Add-On SALs to use the online service for evaluation purposes. This applies despite anything to the contrary in your services provider license agreement. For Microsoft Exchange Hosted Filtering, you and your users may use the online service for a 60-day evaluation period.

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

- we believe that your (including your users') use of the online service violates the scope of use terms;

- we believe that your (including your users') use of the service represents a threat to our network function or integrity;

- you violate your services provider license agreement, including these product use rights; or

- we are otherwise required by law to do so.

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

- to provide the service or to improve Microsoft products and services; and

- as described in the Monitoring Your Use section above.

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

Handling of Subscriber Data. We will use the measures described in the document titled "Network Security Overview" at https://admin.global.frontbridge.com/ to help secure your users' subscriber data processed or accessed by the online service. (Click on the Resource Center tab on the News page.) If you require access to the Resource Center please contact your service administrator, reseller, or Microsoft Account Manager. You agree that these measures are

- our only responsibility with respect to the security and handling of subscriber data; and

- in place of any confidentiality obligation contained in your services provider license agreement or any other non-disclosure agreement.

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

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, 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. Ten business days after your services provider license agreement expires or your right to use the online service terminates, you must advise us using the olsrecon@microsoft.com alias of what you want us to do with your users' subscriber data. At your option, we will either

a. delete your users' subscriber data; or

b. export and return your users' subscriber data to you.

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

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 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 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 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	
• 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 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

List of Additional Software	
• SQL Server Connectivity Components	• SQLXML Client Features
• SQL Server Legacy Components	• SQL Server Mobile Server

For Office System Products and Suites:

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

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

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

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

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

For Office Communications Server 2007 Enterprise Edition:

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

Standard SAL. Each user for whom you obtain a Standard SAL may use the following features of the server software.

- All Instant Messaging functionality; and
- All Presence functionality.

Enterprise SAL. Each user for whom you obtain a Enterprise SAL may use the following features of the server software.

- The features of the Standard SAL described above; and
- All Call Management functionality; and
- All Web Conferencing functionality.

For Office Professional Plus Edition 2007:

Rental on Service Devices. Office Professional Plus Edition 2007 is available for rental on service devices.

Office Resource Kit.

- <u>Installation and Use Rights</u>. You may install and use any number of copies of the Office Resource Kit software.

- <u>Distribution</u>. You may copy and distribute the Office Resource Kit software. Each copy must be complete, including all copyright and trademark notices. You must require end users to agree to terms that protect the software at least as much as your volume licensing agreement including these product use rights.

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

For Office Project 2007 Standard and Professional Editions:

Microsoft Office Web Components. A user may access and use the Office Web Component software included in the server software.

Restrictions on Evaluation and Testing. Regardless of the applicable provisions in the services provider license agreement, you may not provide access to, or the ability to use, the server software for the purposes of testing or evaluation to any existing or prospective customer who is an individual (as opposed to a company or other non-individual legal entity). However, you may provide software services for testing and evaluation purposes to any customer that is a company or other non-individual legal entity pursuant to the services provider license agreement subject to the following additional restrictions: (i) each customer may designate no more than five (5) users in its organization who may access the server software for testing or evaluation purposes during the customer's sixty (60) day evaluation period; and (ii) no more than a cumulative total of one hundred fifty (150) users for all customers may be granted such rights in any one (1) month.

For Office Project Server 2007:

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

Restrictions on Evaluation and Testing. Regardless of the applicable provisions in the services provider license agreement, you may not provide access to, or the ability to use, the server software for the purposes of testing or evaluation to any existing or prospective customer who is an individual (as opposed to a company or other non-individual legal entity). However, you may provide software services for testing and evaluation purposes to any customer that is a company or other non-individual legal entity pursuant to the services provider license agreement subject to the following additional restrictions: (i) each customer may designate no more than five (5) users in its organization who may access the server software for testing or evaluation purposes during the customer's thirty (30) day evaluation period; and (ii) no more than a cumulative total of one hundred fifty (150) users for all customers may be granted such rights in any one (1) month.

For Office SharePoint Designer 2007:

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

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

- SQL Server 2005, Enterprise Edition for Embedded Systems x32 (Runtime Edition);
- SQL Server 2005, Standard Edition for Embedded Systems x32 (Runtime Edition);
- SQL Server 2005, Workgroup Edition for Embedded Systems x32 (Runtime Edition);
- SQL Server 2005, Enterprise Edition for Embedded Systems x64 (Runtime Edition);
- SQL Server 2005, Standard Edition for Embedded Systems x64(Runtime Edition); and
- SQL Server 2005, Standard Edition 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 System Center Configuration Manager 2007 and System Center Configuration Manager 2007 with SQL Server 2005 Technology:

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

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

- general operating system

- thin client

- remote desktop client

or for any other purpose.

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

- ImageX.exe,

- Wimapi.dll

- Wimfilter and Package Manager

You may not use these portions of the software to back up your Windows operating system or for any other purpose.

For System Center Data Protection Manager 2007:

No Client SALs. You may only acquire Server OSE SALs. Client SALs are not available.

For System Center Operations Manager 2007 and System Center Operations Manager 2007 with and without SQL Server 2005 Technology:

You may manage any number of OSEs running on your devices to which a System Center Operations Manager 2007 or System Center Operations Manager 2007 with SQL Server 2005 Technology Client or Server SAL is assigned.

For System Center Virtual Machine Manager:

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.

For System Center Configuration Manager 2007, System Center Configuration Manager 2007 with SQL Server 2005 Technology, System Center Data Protection Manager 2007, System Center Operations Manager 2007, System Center Operations Manager 2007 with SQL Server 2005 Technology and System Center Virtual Machine Manager 2007:

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

For System Center Remote Operations Manager 2007:

No Client User SALs. You may only acquire OSE Client SALs. Client User SALs are not available.

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

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

For Visual Studio 2005 Professional:

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

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

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

For Windows Server 2003 R2 OEM for:

- Windows Server 2003, Enterprise Edition;

- Windows Server 2003, Standard Edition;

- Windows Server 2003 Standard Edition for Embedded Systems;

- Windows Server 2003, 32-bit Enterprise Edition for Embedded Systems;

- Windows Server 2003 R2, Enterprise Edition x32 for Embedded Systems;

- Window Server 2003 R2, Enterprise Edition x64 for Embedded Systems;

- Windows Server 2003 R2, Standard Edition x32 for Embedded Systems;

- Windows Server 2003 R2, Standard Edition x64 for Embedded Systems;

- Windows Server 2003 for Telecommunications Systems with Server Appliance Software 3.0;

- Windows Server 2003, Standard Edition for Embedded Systems with the Server Appliance Software Version 3.0;

- Windows Server 2003, 32-bit Enterprise Edition for Embedded Systems with the Server Appliance Software Version 3.0;

- Windows Storage Server 2003 Enterprise Edition;

- Windows Storage Server 2003 Standard Edition;

- Windows Storage Server 2003, Workgroup (1 CPU); and

- Windows Storage Server 2003, Workgroup with Print (1 CPU)

You must obtain one SAL for each user who is authorized to access or uses the server software, whether directly or through a multiplexing or pooling software or hardware. For example, a SAL must be obtained for each user who uses any of the following services of the server software:

- authentication services (when user or application credentials are exchanged between the server software and a user),

- file services (accessing or managing files or disk storage),

- printing services (printing to a printer managed by the server software), or

- remote access service (accessing the server from a remote location through a communications link, including a virtual private network).

The following users may not use or access the server software when such server software is licensed pursuant to SAL(s): Users who would access the server software solely through the Internet and would not be authenticated or otherwise individually distinguished by the server software or a multiplexing or pooling software or hardware.

You may only use server software that is pre-installed on a server that you purchased. The server software must be one of the sever software listed in the heading above. Notwithstanding the services provider license agreement, the installation and use rights for the server software are governed by the end user license agreement accompanying the pre-installed server software (including any provisions that exclude or otherwise restrict your use of certain functionality that may be included with the server software or that limit the number of processors with which you may use the server software); provided however, that access rights to the server software as hosted and use of the client software (also known as device software) in connection with software services are governed by these product use rights.

Terminal Server (TS). You must obtain one Windows Server 2003, Terminal Server SAL (TS SAL) for each user who conducts a "Windows Session." A "Windows Session" means a session during which the server software hosts a graphical user interface on a device (whether via the TS component of the server software or via other technology). TS SALs that you obtain may be used only in conjunction with the Windows Server 2003, Enterprise Edition, Windows Server 2003, Standard Edition, Windows Server 2003, Datacenter Edition, Windows Server 2003 Standard Edition for Embedded Systems, or Windows Server 2003 32-bit Enterprise Edition for Embedded Systems Software Product that is pre-installed on a server that you purchased. You do not need a TS SAL when attaching to or mirroring the single console session. The "console session" is the Windows Session that is conducted through the designated primary keyboard and display device (or similar devices). Other than for your internal administration and maintenance purposes, no TS SALs need to be obtained for, and no user may conduct a "Windows Session" using, the following software:

Windows Server 2003 for Telecommunications Systems with Server Appliance Software 3.0; Windows Server 2003, Standard Edition for Embedded Systems with the Server Appliance Software Version 3.0; Windows Server 2003, 32-bit Enterprise Edition for Embedded Systems with the Server Appliance Software Version 3.0; Windows Storage Server 2003, Enterprise; Windows Storage Server 2003, Standard; Windows Storage Server 2003, Workgroup (1 CPU); or Windows Storage Server 2003, Workgroup with Print (1 CPU).

Feature Pack for Windows Server Operating System Software, Windows Server Updates Services for Windows Server. You may download the software from a designated Microsoft web site for use with a Windows Server product. You may install and use the numbers of copies of the software equal to the numbers of software licenses you have obtained for the Windows Server product. You may only use the software to update the Windows Server product.

For Windows Server 2003 R2, Standard and Enterprise Editions:

Windows Server 2003 R2 Terminal Services. You must acquire a Windows Terminal Services SAL for each user that is authorized to access the server software to host a graphical user interface using the Windows Server Terminal Services functionality or other technology. You do not need a Windows Terminal Services SAL to attach to or mirror the console session. The console session is the session that takes place through the server's primary keyboard and display device (or similar devices).

Windows Server 2003 Rights Management Services. You must acquire a Windows Rights Management Services SAL for each user that is authorized to access the server software to host a graphical user interface using the Windows Rights Management Services functionality.

Feature Pack for Windows Server Operating System Software, Windows Server Updates Services for Windows Server. You may download the software from a designated Microsoft web site for use with a validly licensed Windows Server product. You may install and use the numbers of copies of the software equal to the numbers of software licenses you have obtained for the Windows Server product. You may only use the software to update the Windows Server product.

For Windows Server 2003 Rights Management Services Components (for Windows Server 2003, Enterprise Edition, Windows Server 2003, Standard Edition, Windows Server 2003, or Windows Server 2003 Web Edition):

Installation of RMS Components. For every server on which an edition of Windows Server 2003 has been installed, you may reproduce, install and authorize the use of one copy of the Microsoft Windows Server 2003 Rights Management Services Components (RMS) to update, supplement, or replace the existing functionality of Windows Server 2003, provided that you acquire an RMS SAL for each user.

Note on RMS. RMS is a service of Windows Server 2003 which works in conjunction with Rights Management ("RM") enabled applications and Windows RM client components to let users specify permitted uses of their information such as Web content, e-mail messages and documents. RMS creates or signs various certificates to facilitate the creation and consumption of RM-protected information among authorized entities. An Internet connection is required to install and enroll an entity's root RMS server. The server enrollment process establishes

the certificates that enable the servers to issue licenses that are trusted by the RMS system. Microsoft will issue certificates and maintain a certificate revocation list as outlined in the certification practice statement. For more information on the certification practice statement for RMS, please refer to www.microsoft.com/pki/rms/cps.

RMS SAL Requirements. You must obtain one RMS SAL for each user.

Feature Pack for Windows Server Operating System Software, Windows Server Updates Services for Windows Server. You may download the software from a designated Microsoft web site for use with a Windows Server product. You may install and use the numbers of copies of the software equal to the numbers of software licenses you have obtained for the Windows Server product. You may only use the software to update the Windows Server product.

For Windows Server 2003 for Small Business Server:

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 Windows Small Business Server 2003 R2 Standard and Premium Editions:

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

Installation of Server Software. You may install one copy of server software on a single server. Such server may only be accessed by no more than seventy-five (75) users (including multiplexing or pooling software or hardware). Separate portions of the server software may not be used on more than one server. You may not install another copy of the server software on the same server (whether in a separate partition, by using server emulation software, or otherwise). Regardless of the number of SALs you obtain for the 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. Provided that you have obtained a SAL for each user:

- You may install and use client software (except for the ActiveSync and Outlook portions of the client software) on up to seventy-five (75) devices solely for use by users in conjunction with the server software;

- You may install and use up to seventy-five (75) copies of the ActiveSync portion of the client software on computers that exchange data and software with devices (used by users) running a validly licensed copy of Microsoft Windows CE (including without limitation devices running Microsoft Pocket PC Software and Microsoft Smartphone Software); and

- You may install and use, or authorize the installation and use of, up to a total of seventy-five (75) copies of (i) the Outlook portion of the client software and/or (ii) Microsoft Outlook 2002 or predecessor versions on devices used by users; provided that you or the relevant user have obtained a valid license to such predecessor versions.

Feature Pack for Windows Server Operating System Software, Windows Server Updates Services for Windows Server. You may download the software from a designated Microsoft web site for use with a Windows Server product. You may install and use the numbers of copies of the software equal to the numbers of software licenses you have obtained for the Windows Server product. You may use the software only to update the Windows Server product.

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

FrontPage. The license terms for FrontPage in this Microsoft Services Provider Use Rights document apply to your use of the FrontPage portion of the software.

For Windows Vista Business, Windows Vista Business K, Windows Vista Business KN, and Windows Vista Business N:

Rental on Service Devices. Windows Vista Business, Windows Vista Business K, Windows Vista Business KN and Windows Vista Business N are only available for rental on service devices.

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

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

Windows Vista Business 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.

Windows Vista Business N:

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

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

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