Microsoft Licensing Product Use Rights
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>> This arrow appears before sections which are designed as a guide throughout the document.
Highlight of Changes to Product Use Rights

- This release includes the following additions and deletions.

  - **Encarta Class Server 1.0**: We have removed the use rights and restrictions for Encarta Class Server 1.0, as this product is no longer available through Microsoft Volume Licensing Programs.

  - **Visual Studio .NET 2003**: We have added use rights and restrictions for Visual Studio .NET 2003. Refer to the Microsoft Developer Tools section, starting on page 40.

  - **TechNet**: We have changed the TechNet Plus licensing model from a Server/CAL model to a Per-Processor model. In addition we have added a Single User licensing model. Refer to the "TechNet Plus" sections starting on page 34 in the Servers section, and page 45 in the Developer Tools section.

  - **MSDN**: We have eliminated the restriction that only 10 copies of the Library, Desktop Operating Systems, Desktop Applications and Developer Tools components can be used under MSDN. Any number of copies of these components can now be used under MSDN. Refer to “MSDN” section, starting on page 44, in the Developer Tools section.
The following summaries are intended as a quick reference guide to our different licensing models. For specific details on when a license for a particular product is needed, and how that product may be deployed and used see the Definitions and General Use Rights and Restrictions, Applications, Systems, Servers and Developer Tools sections, which follow the summaries. Careful and thorough review of those sections, and the license agreement under which you license products, is essential to your compliance with all applicable provisions of your agreement with us. In the case of any inconsistency between the summary and a provision in one of those sections or in your license agreement, then the summary will not control.
Product Use Rights for Applications

The following table is a summary of common product use rights for the Applications product pool. Each column addresses a different use right, and each row addresses a different product in this pool. In each cell, "yes" indicates that the use right applies to that particular product. This table is not a comprehensive summary of use rights and restrictions. For a detailed description of the different use rights addressed here, please refer to the section of these product use rights that is specific to each product.

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<th>Work-at-home License Available?</th>
<th>Multi-language License Available?</th>
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## Product Use Rights for Systems

The following table is a summary of common product use rights for the Systems product pool. Each column addresses a different use right, and each row addresses a different product in this pool. In each cell, "yes" indicates that the use right applies to that particular product. As with the General Product Use Rights summary above, this table is not a comprehensive summary of use rights and restrictions. For a detailed description of the different use rights addressed here, please refer to the section of these product use rights that is specific to each product.

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</table>

1- Note: the Windows Desktop operating system is available in Volume Licensing not as a full version license, but rather as an upgrade license only. A qualifying operating system (defined in the Product List) must be licensed for the personal computer or workstation before you can upgrade and/or maintain that license in Volume Licensing.
# Product Use Rights for Servers

The following table is a summary of common product use rights for the Server product pool. Each column addresses a different use right, and each row addresses a different product in this pool. In each cell, "yes" indicates that the use right applies to that particular product. This table is not a comprehensive summary of use rights and restrictions. For a detailed description of the different use rights addressed here, please refer to the sections of these product use rights that is specific to each product.

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</tbody>
</table>

1. Each license for the Standard Edition of this product entitles you to install one instance of the product on a single server; a separate license must be purchased for each additional instance installed on that server. A license for the Enterprise Edition of this product entitles you to install any number of instances of the product on a single server.

2. For Server CALs are not available for Windows Server, if licensing Terminal Server. In that case, only per seat CALs are available.

3. See Class Server section for access license requirement unique to Class Server.

4. You may install any number of copies of Server Software on Servers residing on your premises that are running the appropriate Microsoft Windows operating system as described in the user documentation published by Microsoft. You may install the client software on any device.

5. SQL Server can be licensed either on a Per Processor basis or a Server/CAL basis with Per Seat CALs.

6. The Terminal Server component is licensed under a Windows Server license. The Terminal Server CAL must be acquired separately.

7. A CAL is needed for limited access by secondary devices when product is licensed on a Server/CAL basis.
Product Use Rights for Developer Tools

The following table is a summary of product use rights for Developer Tools. Each column addresses a different use right, and each row addresses a different product in this pool. In each cell, “yes” indicates that the use right applies to that particular product. This table is not a comprehensive summary of use rights and restrictions. For a detailed description of the different use rights addressed here, please refer to the section of these product use rights that is specific to each Developer Tool product.

<table>
<thead>
<tr>
<th>Application and Developer Tool Products</th>
<th>Licensed on a Per Designated User Basis?</th>
<th>May Install Any Number of Copies, on Any Number of Devices?</th>
<th>Can Be Used Only for Design, Test Demonstration, or Development Purposes?</th>
<th>Can Be Used for General Business Purposes, Provided It Is for Design, Development, Demonstration or Test of the Software?</th>
<th>Can Be Used for General Business Purposes?</th>
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**Server Products**

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<th>Server Products</th>
<th>Licensed on a Per Designated User Basis?</th>
<th>May Install Software on Any Number of Servers w/unlimited device connections?</th>
<th>Can be Used Only for Design, Test Demonstration, or Development Purposes?</th>
<th>Can be Used for General Business Purposes?</th>
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<td>SQL Server Developer</td>
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</tbody>
</table>

1 - Applies to Project, Visio and Office Developer Components of MSDN only.
2 - Applies to Office Developer Component of MSDN only.
Definitions and General Use Rights and Restrictions

I. Definitions

These are common defined terms:

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You may install and use any number of copies of the FrontPage Web components on server computers to provide services as part of your Web site on the Internet that you design with FrontPage and that is not a mobile wireless or interactive television site (“Your Web Site”).

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The right to use the WMFSDK components contained in the Software to develop a software application that uses Windows Media technology is available separately. If you wish to use the WMFSDK to develop such an application, visit http://msdn.microsoft.com/workshop/imedia/windowsmedi a/sdk/wmsdk.asp, accept a separate license for the WMFSDK, download the appropriate WMFSDK, and install it on your system.

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If you choose to utilize the Internet gaming or update features within the Software, it is necessary to use certain computer system, hardware, and software information to implement the features. By using these features, you explicitly authorize Microsoft or its designated agent to access and utilize the necessary information for Internet gaming and/or updating purposes. Microsoft may use this information solely to improve our software or to provide customized services or technologies to you. Microsoft may disclose this information to others, but not in a form that personally identifies you.

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These are common defined terms for Microsoft servers:

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“Device” means an electronic device.

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“Internet User” Except as otherwise provided below, “Internet User” means any person connected to the Internet, other than a person (i) employed by you (as an employee, independent contractor, agent, or in any other capacity); or (ii) otherwise providing goods or services to you (for example, one of your suppliers) or on your behalf (for example, one of your distributors or resellers, agents, or a consulting firm hired by you).

“OMAL” means Outlook Mobile Access license.

“Server Software” means software that provides services or functionality on your computers capable of running the Server Software (“Servers”).

“Client Software” means software that allows a Device to access or utilize the Server Software.

B. CALs (and certain other access license) Requirements

1. Licensing CALs and Server Software.
You may only use CALs in conjunction with your Server Software except as otherwise noted.

2. Version Matching.
Any CAL, Internet Connector license, OMAL, Operations Manager Base License or Operations Manager Application License must have the same or later version number than the corresponding version number of the Server Software being used. For purposes of version matching, each Core CAL you acquire is deemed to have, with regard to each individual Server Software product to which it permits access, the version number of the latest version of that Server Software product made available during the Software Assurance coverage for that Core CAL, respectively.

3. Per Seat or Per Server.
For some products, you may use the Product in “Per Seat” or “Per Server” mode where specified. In “Per Seat” mode, you need a separate CAL for each unique Device that accesses or utilizes the Server Software. If you choose “Per Seat” mode, your choice is permanent. In “Per Server” mode, the maximum number of Devices which may access or utilize the Server Software at a given point is equal to the number of CALs that you acquire and designate for use exclusively with that Server. “Per Seat” mode CALs may also access Server Software running in the Per Server Mode, provided the additional access is within that Server’s maximum licensed capacity. You may permanently change your deployment of a “Per Server” mode CAL to “Per Seat” mode.

4. Transfer.
You may make a one-time transfer of a “Per Seat” CAL, an OMAL, or a Operations Manager Base License or Application License to another of your Devices. You may make a one-time transfer of a Class Server Student Access License to another of your registered students.

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Except as otherwise provided, you do not need a CAL for administration of the Server Software (including remote administration), for up to two connections to the Server.

Some products allow “limited access by other devices.” For these products, each CAL or OMAL you acquire for a Device may also be used by the primary user of that
Device ("Primary User") to enable access or use of the Server Software by any other Device that the Primary User uses less than twenty percent (20%) of the Primary User's total connection time. The term "total connection time" means the total amount of time the Primary User uses Microsoft Client Software to access or otherwise use the Server Software from a Device.

See the product specific sections below for which products that allow "limited access by other devices."

C. Benchmark Testing.

You may not without Microsoft's prior written approval disclose to any third party the results of any benchmark test of Application Center, BizTalk, BizTalk Adapter for MQSeries, BizTalk Accelerator for Financial Services, BizTalk Accelerator for HIPAA, BizTalk Accelerator for Suppliers, BizTalk Accelerator for RosettaNet, BizTalk Adapter for SAP, Content Management Server, Commerce Server, HIS, IIS, ISA, Message Queue Server, Mobile Information Server, Project Server, SQL Server, or Transaction Server, or any related client software.

See the product specific sections below for full names corresponding to product name abbreviations.

D. Other Licenses.

Your use of software applications installed on the Server, or accessed through the Server Software may require additional licenses -- please consult the license agreement accompanying such software.

E. Other General Rights and Restrictions.

Except as otherwise provided below, you must acquire a license for each Server or Device on or from which a copy of the Server Software or Client Software is installed, used, accessed, displayed, run, or otherwise utilized.

Except as otherwise specifically identified, the terms "license" and "CAL", as they are used in any given Product section, refer to licenses and CALs for that Product or, where applicable, the Core CAL or licenses and CALs for the corresponding BackOffice Server or SBS suite.

II. Product Specific Use Rights and Restrictions

A. Application Center 2000

B. BizTalk Accelerator for Financial Services 1.0 Standard Edition

C. BizTalk Accelerator for Financial Services 1.0 Enterprise Edition

D. BizTalk Accelerator for HIPAA 1.0

E. BizTalk Accelerator for HIPAA 2.0 Standard Edition

F. BizTalk Accelerator for HIPAA 2.0 Enterprise Edition

G. BizTalk Accelerator for RosettaNet 1.1 Standard Edition

H. BizTalk Accelerator for RosettaNet 1.1 Enterprise Edition

I. BizTalk Accelerator for RosettaNet 2.0 Standard Edition

J. BizTalk Accelerator for RosettaNet 2.0 Enterprise Edition

K. BizTalk Accelerator for Suppliers 1.0

L. BizTalk Adapter for MQSeries 1.0 Enterprise Edition

M. BizTalk Adapter for SAP 1.0

N. BizTalk Server 2000 Standard Edition

O. BizTalk Server 2000 Enterprise Edition

P. BizTalk Server 2002 Standard Edition

Q. BizTalk Server 2002 Enterprise Edition

R. Commerce Server 2000

S. Commerce Server 2002 Standard Edition

T. Commerce Server 2002 Enterprise Edition

U. Content Management Server 2001

V. Content Management Server 2002 Enterprise Edition

W. Host Integration Server 2000 ("HIS")

X. Internet Security and Acceleration Server 2000 ("ISA")

Installation—Server Software. Except when licensed in the BackOffice Server 2000 or SBS 2000 suite, for each license you have acquired, you may install one copy of the Server Software on a single Server. If the Server has more than one processor, you must obtain a separate license for each processor on that Server. You may use the Server Software only with that number of processors for which you are properly licensed.

Standard Edition of BizTalk 2000. Each copy of the Server Software may only be used by one processor of the computer on which such copy is installed. You need only one valid processor license to utilize the Server Software. The Server Software may not be used in a...
group beyond one machine, e.g. multiple machines all processing the same application or purpose. In addition, the Server Software may not be used to connect to more than five (5) external organizations and may not be used to connect to more than five (5) internal applications.

Standard Editions of BizTalk 2002 and BizTalk Accelerator for Financial Services and BizTalk Accelerator for HIPAA. Each copy of the Server Software may only be used by one processor of the computer on which such copy is installed. You need only one valid processor license to utilize the Server Software. The Server Software may not be used in a group beyond one machine, e.g. multiple machines all processing the same application or purpose. In addition, the Server Software may not be used to connect to more than ten (10) external organizations and may not be used to connect to more than five (5) internal applications.

ISA Server. The following listed files: H.323 Gatekeeper, Message Screener, and ISA Server Management, may be installed on a separate server for use solely in conjunction with the Server Software.

BizTalk Adapter for MQSeries. The following listed file: MQHelper.dll may be installed on any number of separate servers for use solely in conjunction with the Server Software and you are not required to obtain a processor license for any separate server on which the MQHelper.dll is installed.

Client Software. You may install and use the Client Software on any number of internal Devices so long as it is being used only in conjunction with the Server Software.

Device Access. Except when licensed in the BackOffice Server 2000 or SBS 2000 suite, any number of Devices may use or access the services of the Server running the Server Software so long as you have acquired a valid license for each processor running the Server Software. When licensed in the BackOffice Server 2000 suite, any number of Devices may use or access the services of the Server running the Server Software so long as you have acquired a valid license for each server running the Server Software (as required in the product use rights for the BackOffice Server 2000 suite).

BizTalk, Commerce Server, HIS Server and ISA Server Use of Redistributable Software (“SDK Software”). If included, you may install and use copies of the SDK Software on one or more computers located at your premises solely for the purpose of building applications that work in conjunction with the Server Software (“Applications”). You may modify the Sample Code (identified in the “samples” directories) to design, develop, and test your Applications, and may reproduce and use the Sample Code, as modified, on one or more computers located at your premises. You may also reproduce and distribute the Sample Code, along with any modifications you make thereto (for purposes of this section, “modifications” mean enhancements to the functionality of the Sample Code), and any other files that may be listed and identified in a REDIST.TXT file as “redistributable” (collectively, the “Redistributable Code”) provided that you comply with the distribution requirements and license limitations in section I.C.1. of the Developer Tools section of these product use rights.

BizTalk 2002 and Commerce Server 2002 Identified Software. The following terms and conditions apply only to any software contained in BizTalk Server 2002 and Commerce Server 2002 that is identified as software that you may modify and/or redistribute (referred to in this paragraph as “Affected Code”): Your license rights to the Affected Code are conditioned upon your (a) not incorporating Identified Software into or combining Identified Software with the Affected Code or a derivative work thereof; (b) not distributing Identified Software in conjunction with the Affected Code or a derivative work thereof; and (c) not using Identified Software in the development of a derivative work of the Affected Code. “Identified Software” means software which is licensed pursuant to terms that directly or indirectly (i) create, or purport to create, obligations for Microsoft with respect to the Affected Code or derivative work thereof or (ii) grant, or purport to grant, to any third party any rights or immunities under Microsoft’s intellectual property or proprietary rights in the Affected Code or derivative work thereof. Identified Software includes, without limitation, any software that requires as a condition of use, modification and/or distribution of such software that other software incorporated into, derived from or distributed with such software be (a) disclosed or distributed in source code form; (b) be licensed for the purpose of making derivative works; or (c) be redistributable at no charge.

Use of Host Security Integration Feature. You may install and use the software identified as “Windows NT Account Synchronization Service” and “Host Account Cache” on any computer running a validly licensed copy of Windows NT Server within your organization.

BizTalk Accelerator for Financial Services and BizTalk Accelerator for HIPAA and BizTalk Accelerator for Suppliers – Use of Schemas. The Software includes various transaction schemas (“Schemas”). These Schemas are proprietary to Microsoft Corporation and/or its suppliers and may be used by you (i) only for your internal business purposes, and (ii) solely in connection with your use of the Software with BizTalk Server (in the case of BizTalk Accelerator for
Financial Services or BizTalk Accelerator for HIPAA or BizTalk Accelerator for Suppliers) or with Commerce Server (in the case of BizTalk Accelerator for Suppliers). You may not distribute the Schemas to any third party, without Microsoft’s prior written consent.

B. BackOffice 2000 Server

BackOffice is a suite of various server products. Be sure to read the sections for each component.

1. Server Use Rights.
Use rights and restrictions specific to the individual components are identified in component sections. In the case of inconsistencies between this section and any section specific to an individual component, this section controls only with regard to your use of the component within the BackOffice suite.

a. Installation—Server Software.
For each license you acquire, you may install one copy of each Server Software component of the Product on a single Server. You may allocate the Server Software components of the Product among up to three Servers (“MultiServer Configuration”) provided that:
- You use the BackOffice Server 2000 Setup feature to implement the MultiServer Configuration,
- Each of the Servers in the MultiServer Configuration are geographically co-located and configured within the same Microsoft Windows 2000 Active Directory Organizational Unit,
- Each of the Server Software components is only installed once in the MultiServer Configuration, and
- A separate Windows 2000 Server license is in place for each Server in the MultiServer Configuration (the Product contains only a single license for Windows 2000 Server).

b. Client Software.
Except as otherwise provided in the sections covering individual components below, you may install the Client Software on any Device.

c. CAL Requirements.
(i) General. Except as otherwise provided below or in the component sections, you must acquire CALs in order to access or otherwise utilize the services or functionality of the Server Software, whether you use the Client Software or any other software to do so. BackOffice Server 2000 CALs authorize access and use of each of the Server Software components of the Product that require a CAL. You may also access and use individual Server Software components of the Product by acquiring CALs for those individual Server Software components.
(ii) Mode of Deployment. You may deploy CALs for Microsoft Windows 2000 Server in either “Per Seat” or “Per Server” mode. CALs for Microsoft BackOffice Server 2000, Exchange 2000 Server, SQL Server 2000 and SMS may only be deployed in “Per Seat” mode.

d. Health Monitor 2.1.
Permitted Use. You may use Health Monitor 2.1 to
- monitor any Server on which a Server Software component of the Product is installed as provided for above and
- monitor any Device to which you have dedicated a CAL.

Client Access. No CAL is required for any Device used as the administrative console for Health Monitor 2.1 provided such Device is not itself being monitored by Health Monitor 2.1.

e. Shared Fax Service and Shared Modem Service.
Client Access.
You must have a CAL for each unique Device that accesses or uses the Shared Fax Service or Shared Modem Service Server Software.

f. Use of Administrator Tools.
You may install and use the integrated BackOffice Server Management Console and related tools on any Device within your organization for the sole purpose of administering Server Software and Client Software components of the Product acquired in connection with the Product.

g. Use of Redistributable Components.
You may modify, reproduce or distribute the files listed in the REDIST.TXT file (collectively referred to as “Redistributable Components”) provided that you comply with the Modification and Distribution Terms listed in such REDIST.TXT file.

h. MultiServer Components.
You may move the Server Software to a different Server; provided, however, that if the Server Software components of the Product are installed in a MultiServer Configuration, you may only move the Server Software to another Server in the MultiServer Configuration.

Prior Versions. Any right you have to install and use prior versions of the Software extends to the individual components of the Server Software, so long as they are installed and used on a single Server or within the same MultiServer Configuration.

You may upgrade a component within the BackOffice Server suite, so long as the upgraded component is run on the same Server on which the component being upgraded is installed, unless the upgraded component is an Enterprise or Commerce Edition, in which case you may use the upgraded component as a stand-alone product. Subject to the immediately preceding sentence, when you install the upgraded component, (i) the upgraded component replaces the component in the suite being upgraded, (ii) your use of the upgraded component is subject to the terms of use associated with that component, and (iii) the remaining components of BackOffice Server may only be used in accordance with these use terms.

2. CAL Use Rights.

Unless otherwise noted, defined terms have the same meaning as in the section covering BackOffice Server above. For each CAL acquired, you may access or otherwise use the services or functionality of licensed Server Software in the manner provided for in the section covering BackOffice Server above.


SBS is a suite of various server products. Be sure to read the sections for each component.

1. Server Use Rights.

Use rights and restrictions specific to the individual components are identified in component sections. In the case of inconsistencies between this section and any section specific to an individual component, this section controls only with regard to your use of the component within the SBS suite.

a. Installation and Use—Server Software.

For each license acquired, you may install and use one copy of the Server Software on a single Server, provided that such Server may not be connected to more than fifty (50) Devices. You may not separate the Server Software components for use on more than one Server. Regardless of the number of licenses you acquire for the Product, only a single instance of the Product may run in a single domain (other than for data migration purposes for the period of time necessary to complete the data migration).

b. Client Software.

Subject to the Component product limitations, you may install and use the Client Software on up to fifty (50) Devices, provided that you have dedicated a CAL to each such Device.

c. SBS 2000 CAL Requirements.

Except as otherwise provided in this Section or in the Component Sections, you must acquire a separate CAL for each unique Device that accesses or utilizes the Server Software. Core CALs, BackOffice Server 2000 CALs and CALs for the individual Server Software components do not authorize you to access and use such individual Server Software components when such components are acquired as part of the SBS 2000 suite; only the SBS 2000 CAL provides you with such access and use rights.

d. Health Monitor 2.1.

Permitted Use. You may use Health Monitor 2.1 to (i) monitor any Server on which a Server Software component of the Product is installed as provided for above and (ii) monitor any Device to which you have dedicated a CAL. Client Access. No CAL is required for any Device used as the administrative console for Health Monitor 2.1 provided such Device is not itself being monitored by Health Monitor 2.1.

e. Shared Fax Service and Shared Modem Service—Client Access.

You must have a CAL for each unique Device that accesses or uses the Shared Fax Service and/or Shared Modem Service Server Software.

f. Use of Administrator Tools.

You may install and use the integrated SBS Management Console and related tools and snap-ins on any Device within your organization for the sole purpose of administering the Server Software or Client Software components acquired as part of the Product.

g. Use of Redistributable Components.

You may modify, reproduce or distribute the files listed in the REDIST.TXT file (collectively referred to as “Redistributable Components”) provided that you comply with the Modification and Distribution Terms listed in such REDIST.TXT file.

2. CAL Use Rights.

Unless otherwise noted, defined terms have the same meaning as in the Server use rights section above. For each license acquired, you may access or otherwise use the services or functionality of licensed Server Software in the manner provided for in the Server use rights section above. SBS 2000 CALs grant you access
to the Server Software only when it is acquired as part of the SBS suite, except that SBS 2000 CALs also authorize you to access and use the services and functionality of a Microsoft Windows 2000 Server that is in the same domain (but is not a domain controller) as the Server Software. SBS 2000 CALs do not grant you any rights of a Terminal Services Client Access License.

D. Class Server 2.0

1. Server Use Rights

a. Installation—Server Software.
For each license acquired, you may install one copy of the Server Software on a single Server for the benefit of the Licensed Students, as defined below.

b. Client Software.
You may install the Client Software on any Device (including Devices not owned or leased by you, and not located on your premises), provided that the primary user of such Device is employed by you and is providing instruction or other educational services to one or more of the Licensed Students, as defined below.

c. Student Access.
You must acquire a separate Student Access License for each of your registered students who accesses the Product. For purposes of these product use rights, “Licensed Students” means your registered students to whom you allocate Student Access Licenses.

You may permit any number of Devices to access the Product via the Internet, provided that the user of any such Device is (i) employed by you and is providing instruction or other educational services to one or more Licensed Students, (ii) a Licensed Student, or (iii) the parent or legal guardian of a Licensed Student.

e. Curriculum Standards Database.
The Product may include access via the Internet to an educational standards and benchmarks curriculum database web site (the “Database Website”). In such case, the Database Website is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained within the Database Website. Your use of the Database Website constitutes your agreement to all such terms, conditions, and notices.

The Product may contain mandatory operating systems software upgrades required for proper operation of the Product. Any such systems software upgrades are licensed to you pursuant to the same terms as provided in your license to the operating system.

2. Student Access License Use Rights.
Unless otherwise noted, defined terms have the same meaning as in the Server use rights section above.

For each Student Access License acquired, you may access the Product in the manner provided for in the Server use rights section above.

E. Core CAL

The Core CAL is a client access license for Exchange Server, SharePoint Portal Server, Systems Management Server and Windows Server (and any other Server Software product that we may designate as a Core CAL component from time to time in the Product List). The Core CAL entitles you to access (as described in these product use rights) the version of each such Server Software product that is available at the time you order the Core CAL. The current version of each such Server Software product is identified in the Product List. Software Assurance for the Core CAL further entitles you to access (as described in these product use rights) any later version of the same Server Software products made available during the Software Assurance coverage period. Upon expiration of such coverage, except as otherwise provided in your license agreement, you will have a perpetual license to access (as described in these product use rights) the latest version of those Server Software products then available.

CAL Use Rights.
Unless otherwise noted, defined terms have the same meanings as in the product use rights covering the Server Software products permitted to be accessed by a particular Core CAL. For each Core CAL acquired, you may access or otherwise use the services or functionality of licensed Server Software in the manner provided for in the product use rights covering those Server Software products. Notwithstanding any references to specific product CALs in the corresponding Server Software product product use rights, Core CALs authorize access and use of each of the components of each such Server Software product that require a CAL.

F. Exchange 2000 Server and Exchange 2000 Conferencing Server**
**Not available in BackOffice or SBS suites

a. Installation—Server Software.
For each license acquired, you may install one copy of the Server Software on a single Server. You may not separate component parts of the Server Software for use on more than one Server.

b. Client Software.
You may install the Client Software on any Device for which you have acquired a CAL. Exchange Server 5.5 Software may accompany the Server Software. In the event it does, you may install one copy of the Exchange Server 5.5 Software on the same server on which you install the Server Software solely for the purpose of enabling the functioning of the Server Software.

You must acquire a separate CAL for each Device which accesses the services or functionality of the Server Software, whether you use the Client Software or any other software to do so, unless otherwise noted below:
- Anonymous Access. You do not need a CAL for anonymous access to the Server Software. Anonymous access occurs when an Unauthenticated Device accesses information held in the Server without having a mailbox or custom recipient object which identifies the Device. “Unauthenticated Device” means a Device that (i) does not directly or indirectly utilize Windows 2000 Server Integrated Sign-On Service and (ii) does not receive credentials from Windows 2000 Directory Services.
- Limited Access by Other Devices. Limited access for other devices is permitted as described in the first servers section above.

d. Upgrades from BackOffice Server or SBS.
When you install the Server Software, the Server Software replaces the server software component of Microsoft BackOffice Server or Microsoft SBS being upgraded, and you may use the Server Software in accordance with these terms. The remaining components of BackOffice Server or SBS may only be used in accordance with the terms of the end-user license agreement that accompanied the original product suite.


a. Installation—Server Software.
For each license acquired, you may install one copy of the Server Software on a single Server. You may not separate component parts of the Server Software for use on more than one Server.

b. Client Software.
You may install the Client Software on any Device.

You must acquire a separate CAL for each Device which accesses the services or functionality of the Server Software, whether you use the Client Software or any other software to do so, unless otherwise noted below.

d. Limited Access by Other Devices.
Limited access for other devices is permitted as described in the first servers section above.

e. Installation of Server Software on Fail-over Server.
Each Server used in a clustered environment for fail-over purposes requires a separate licensed copy of the Server Software.

3. CAL Use Rights.
Unless otherwise noted, defined terms have the same meaning as in the Server use rights sections above. For each CAL acquired, you may access or otherwise use the services or functionality of licensed copies of Exchange 2000 and Exchange 2000 Conferencing Server in the manner provided for in the respective Server use rights sections.

G. Mobile Information Server Enterprise Edition 1.0
Mobile Information Server 2002
Mobile Information Server 2002–ActiveSync Edition

1. Server Use Rights.

a. Installation—Server Software.
You may install and use one copy of the Server Software on a single Server.

b. CAL Requirements.
You must acquire a separate CAL for each Device which accesses or otherwise utilizes the services or functionality of the Server Software, except as noted in the following sentence.

You may access or otherwise utilize the OMA Software (defined below) from any Device without the need to acquire a separate CAL, unless otherwise noted below.

d. Outlook Mobile Access License Requirements.
“OMA Software” or “Outlook Mobile Access Software” provides additional services and functionality as part of the Server Software, but may be accessed and utilized by a Device only if you acquire an additional OMAL for such Device. You must acquire a separate OMAL for each Device which accesses or otherwise utilizes the services or functionality of the OMA Software, unless otherwise noted below.

e. Limited Access by Other Devices.
Limited access for other devices is permitted as described in the first servers section above.

2. CAL and OMAL Use Rights.
For each CAL or OMAL acquired, you may access or otherwise use the services or functionality of licensed Server Software in the manner provided for in the section covering Mobile Information Server above; provided, however, that the Mobile Information Server 2002 – ActiveSync Edition CALs may only access or otherwise use the services or functionality of Mobile Information Server 2002 – ActiveSync Edition.

H. Operations Manager 2000

1. Server Use Rights.

a. Definitions
The Product may contain the following software:
• “Server Software,” as defined in this section, provides centralized event monitoring and management services or functionality from your server (your computer on which the Server Software is installed is the “Manager Server”);
• “Client Software” enables an electronic device (a “Managed Device”) to be monitored and/or managed by the Server Software.

b. Installation—Server Software.
You may install and use the Server Software on multiple Manager Servers, provided you have acquired the appropriate number of Base Licenses and Application Licenses, as described below. You may not separate component parts of the Server Software for use on more than one Manager Server.

c. Client Software.
You may install the Client Software on multiple Managed Devices, provided you have acquired the appropriate number of Base Licenses and Application Licenses, as described below.

d. License Requirements—“Per Processor.”
You must acquire a separate Microsoft Operations Manager 2000 Base License (“Base License”) for each processor on each Manager Server, and for each processor on each Managed Device that is monitored and/or managed by the Server Software, whether or not you use the Base Management Pack Rules of the Server Software (as described in the Product documentation). In addition to any Base License required, you must acquire a Microsoft Operations Manager Application Management Pack 2000 License (“Application License”) for each processor on each Managed Device (including your Manager Server) that is monitored and/or managed by the Server Software using the Application Management Pack Rules of the Server Software (as described in the Product documentation). Base Licenses and Application Licenses that you acquire may be used only in conjunction with your Server Software. Additional Rights and Limitations. In addition to Server Software and Client Software, the Application Management Pack may contain the following software:

“Other Software” enables operations consoles and reporting consoles (“Administration Consoles”) to access the services and functionality provided by the Server Software, and updates databases utilized by the Server Software which may be stored on computers separate from the Manager Server (“Database Computers”).

e. Installation of the software contained in the Application Management Pack.
Provided you have obtained valid licenses for the Software including any required Base Licenses and Application Licenses as described above, you may upgrade, install and use any number of copies of the Other Software solely for Administration Consoles and Database Computers residing on your premises. Microsoft retains all right, title and interest in and to the Application Management Pack.

f. Special note for Microsoft SQL Server.
The use of Microsoft SQL Server on a separate computer for a repository monitored and/or managed by the Software requires that you obtain one or more Base Licenses as set forth above. If Microsoft SQL Server is also separately monitored and/or managed by the Software, you must also obtain one or more Application Licenses.
g. **Administration.**
You do not need a Base License or Application License solely for hosting the administration console of the Server Software.

h. **Server Base License Use Rights.**
For each Base License acquired, you may use the Server Software on or to monitor and/or manage a single processor of either a Manager Server or Managed Device, solely as described in the section covering Microsoft Operations Manager Server Use Rights above.

i. **Server Application License Use Rights.**
For each Application License acquired, you may use the Application Management Pack Rules of the Server Software to monitor and/or manage a single processor on any Device, solely as described in the section covering Microsoft Operations Manager Server Use Rights above.

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**I. Project Server 2002**

1. **Server Use Rights.**

a. **Installation—Server Software.**
For each License acquired, you may install and use one copy of the Server Software on a single Server. If you have acquired the Server Software, you may install any number of instances of the Server Software on that Server. An “instance” shall mean a running copy of the Server Software.

b. **Client Software.**
You may install the Client Software (PROJECT SERVER) on any internal Device for which a CAL has been assigned.

c. **CAL Requirements.**
A CAL allows a device to access or otherwise utilize the Server Software. You must acquire a separate CAL for each Device that accesses or otherwise utilizes the services of the Server Software.

d. **Installation Of Server Software On Passive Fail-Over Server.**
If the Server Software is used in a clustered environment, you may use the Server Software on a temporary basis on a Server that is employed only for fail-over support.

e. **SharePoint Team Services.**
The Server Software may contain a copy of the SharePoint Team Services software. If so, for each license acquired, you may install one copy of the SharePoint Team Services software on one Device and allow an unlimited number of individuals within your business or enterprise to access and use the SharePoint Team Services software from other Devices; provided, that each Device upon which the SharePoint Team Services software is installed has a validly licensed copy of the Server Software installed on it.

f. **Project Web Access Components.**
Installation. For purposes of this section, the Software means the Project Web Access Components. You may install the Software any number of Devices for the sole purpose of enabling you to access and utilize the functionality of Microsoft Project Server 2002, provided that Microsoft Project Server 2002 has been validly licensed, and a valid Client Access License has been obtained and assigned to the Device upon which the Software is installed.

2. **CAL Use Rights.**
For each Project Server CAL acquired, you may access or otherwise use the services or functionality of licensed Server Software in the manner provided for in the section covering Project Server above.

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**J. Services for NetWare**

1. **Installation—Server Software.**
You may install an unlimited number of copies of the Server Software on Servers residing on your premises that are running the appropriate Microsoft Windows operating system as described in the user documentation published by Microsoft. **Client Software.** You may install the Client Software on any Devices.

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**K. SharePoint Portal Server 2001**

1. **Server Use Rights.**

a. **Installation—Server Software.**
For each license acquired, you may install one copy of the Server Software on a single Server.

b. **Client Software.**
You may install the Client Software on any Device for which you have acquired either a Microsoft SharePoint Portal Server CAL or a Core CAL.

c. **CAL Requirements.**
(i) General. You must acquire a separate SharePoint Portal Server CAL or a Core CAL for each Device which accesses or otherwise utilizes the services or functionality of the Server Software, whether you use the Client Software or any other software to do so, unless otherwise noted below.

(ii) Limited Access by Other Devices. Limited access for other devices is permitted as described in the first servers section above.

d. Additional License Grant for System Administrators.
You may allow system administrators within your business or enterprise to access and use the Software for the sole purpose of assisting you with installing, configuring, and maintaining licensed copies of the Software. You must obtain separate licenses and/or SharePoint Portal Server CALs or a Core CALs for the Software for system administrators for any other use.

2. External Connector for Non-Employees.
For each External Connector for Non-Employees acquired, you may permit an unlimited number of Devices to access a single copy of SharePoint Portal Server 2001 licensed by you, without the need to acquire CALs for each such Device, provided such Devices are used only by External Users. If any user does not clearly qualify as an “External User” as defined at the beginning of the Server section in these product use rights, that user will not be treated as an External User for purposes of this section.

3. CAL Use Rights.
For each SharePoint Portal Server CAL or a Core CAL acquired, you may access or otherwise use the services or functionality of licensed Server Software in the manner provided for in the section covering SharePoint Portal Server above.

L.
SQL Server 2000
SQL Server 2000 Runtime (“SQL 2000 Runtime”)

SQL Server 2000 is available in per seat (with CALs) or per processor licenses. SQL 2000 Runtime is not available in the BackOffice or SBS suites.

1. Server Use Rights.
For SQL Server 2000 acquired outside the BackOffice Server 2000 and SBS suites and SQL 2000 Runtime, you may license the Product for use in either in “Per Seat” (with CALs) or “Per Processor” mode, and you may not change the type of use. For SQL Server 2000 acquired within the BackOffice Server 2000 or SBS suite, you may only use the Product in “Per Seat” (with CALs) mode.

a. Per Seat (with CALs) Licensing

i. Installation—Server Software.
For each license acquired, you may install and use one copy of the Server Software on a single Server. SQL Server, Enterprise Edition. If you have acquired the Enterprise Edition of the Server Software, you may install any number of instances of the Server Software on that Server. An “instance” means a running copy of the Server Software.

ii. Client Software.
You may install the Client Software (SQL Server Personal Edition) on any internal Device.

iii. SQL Server 2000 CAL Requirements.
You must acquire a separate CAL for each Device that:

- Accesses or otherwise utilizes the services of the Server Software (including Devices using MSDE for such access), or
- Installs and uses SQL Server Personal Edition, or
- Uses the Management Tools, Books-Online, and Development Tools components of Microsoft SQL Server (collectively “Tools”). You may only use the Tools for internal use in conjunction with your Server Software.

If the Server Software is used in a clustered environment, you may use the Server Software on a temporary basis on a Server that is employed only for fail-over support.

b. Per Processor Licensing

i. Installation—Server Software.
For each license acquired, you may install one copy of the Server Software on a single Server. If the Server has more than one processor, you must obtain a separate license for each processor on that Server. You may use the Server Software only with that number of processors for which you are properly licensed. You may use the Management Tools, Books-Online, and Development Tools components of Microsoft SQL Server (collectively “Tools”) solely for internal use in conjunction with your Server Software. SQL Server, Enterprise Edition. If
you have acquired the Enterprise Edition of the Server Software, you may also install any number of instances of the Server Software on the Server for use by any processor for which you have acquired a license. An “instance” means a running copy of the Server Software.

ii. Client Software.
You may install and use the Client Software (SQL Server Personal Edition) on any number of internal Devices so long as it is being used only in conjunction with the Server Software, and, in the case of SQL 2000 Runtime, the integrated software turnkey application or suite of applications delivered with the Product (“Integrated Application”).

iii. SQL Server 2000 Device Access.
Any number of Devices may use or access the services of a Server running the Server Software so long as you have acquired a valid license for each processor running the Server Software.

Any number of Devices may use or access the services of the Server Software in conjunction with the Integrated Application so long as you have acquired a valid license for each processor running such Server Software. You may permit Devices to access or use only the services of the Server Software provided with the Integrated Application.

If the Server Software is used in a clustered environment, you may use the Server Software on a temporary basis on a Server that is employed only for fail-over support (the “Passive Server”) so long as the number of processors on the Passive Server does not exceed the number of processors on your primary active Server.

The following redistributable section applies to SQL Server 2000 products.

vi. Redistributable Code.
In addition to the rights granted above, Microsoft grants you the nonexclusive, royalty-free right to use, reproduce and distribute the Microsoft SQL Server Desktop Engine (“MSDE”) and the files listed in the REDIST.TXT contained in the Product (collectively, the “Redistributable Code”), provided that you also comply with the distribution requirements and license limitations provided in Sections I.C.1. and I.C.2.a. of the Developer Tools section of these product use rights.

vii. Runtime-Restricted Use Software.
You may use SQL 2000 Runtime solely as part of the Integrated Application solely to run the Integrated Application. SQL 2000 Runtime may not be used either (i) to develop or (ii) in conjunction with, new applications, databases or tables other than those contained in the Integrated Application. You may, however, use a tool to run queries or reports from existing tables, or use a development environment or workbench which is part of the Integrated Application to configure or extend such Integrated Application. Notwithstanding anything to the contrary in these use rights, you may only transfer a given license for SQL 2000 Runtime as part of the Integrated Application, subject to the transfer restrictions in your license agreement.

2. CAL Use Rights.
Unless otherwise noted, defined terms have the same meaning as in the Server use rights section above.

For each CAL acquired, you may access or otherwise use the services or functionality of licensed Server Software in the manner provided for in the Server use rights section above. SQL 2000 Runtime CALs permit you to access or otherwise utilize the services or functionality of only a Runtime-Restricted Use version of the Server Software. Notwithstanding anything to the contrary in these use rights, you may only transfer a given SQL 2000 Runtime CAL as part of the Integrated Application, subject to the transfer restrictions in your license agreement.

M. System Management Server 2.0 (“SMS”)

1. Server Use Rights.

a. Installation—Server Software.
You may install and use Server Software as provided in the BackOffice Server 2000 section above (except in the case of Server Software and Client Software licensed within the BackOffice Server 4.5 or SBS 4.5 suite, which may be installed and used as provided in the BackOffice Server 4.5 or SBS 4.5 section above, respectively), subject to the restrictions noted here.

b. Client Software.
You may install and use the Installer component of the Client Software (“SMS Installer”) only on Devices within your organization and only for the purpose of creating installation programs through the use of SMS Installer (“Setup Programs”). You may also use and modify the source code designated as “Sample Code” in the
SAMPLES.TXT file for the sole purposes of designing, developing, and testing your Setup Programs. You may also install and use in object code form the Redistributable Components (as defined below), along with any modifications you may make to the Sample Code, only on Devices within your organization for a purpose other than creation of Setup Programs, so long as you (i) reproduce and use the SMS Redistributables only in conjunction with or as part of a Setup Program; (ii) have a valid Client Access License for any version of Microsoft Systems Management Server for each Device that uses the SMS Redistributables; and (iii) indemnify, hold harmless, and defend Microsoft and its suppliers from and against any claims or lawsuits, including attorney’s fees, that arise or result from the use of your Setup Program or any software installed by your Setup Program. You do not have any other right to install or use SMS Installer.

c. Client Access. 
You do not need a CAL in order to solely execute Systems Management Server-to-Systems Management Server communications that are solely managing a third Device.

d. Use of the Redistributable Components. 
You may reproduce and distribute the files listed in the REDIST.TXT file (collectively referred to as “Redistributable Components”), along with any modifications you may make to the Sample Code, provided that you comply with the Distribution Terms listed in such REDIST.TXT file. Note that the Distribution Terms include, among other conditions, terms similar to those described in subsections (i) - (iii) of the Client Software note above.

e. Administration Console or Utilities. 
You also do not need to acquire a CAL for Microsoft SQL Server to use the administration console or utilities provided with Systems Management Server to access or otherwise utilize the services of Microsoft SQL Server.

For SMS Server licensed outside the BackOffice Server 2000 suite, you may install and use the Metering Services and Client Access Points components of the Server Software on any computer running a validly licensed copy of Windows NT Server within your organization. For SMS Server licensed within the BackOffice Server 2000 suite, you may install and use the Software Metering, Logon Point, and Client Access Point components of the Server Software on any computer running a validly licensed copy of any version of Windows NT Server or Window 2000 Server products within your organization.

g. Upgrades of a Component of the BackOffice Server 4.5 or SBS 4.5 Suites. 
See conditions noted in the BackOffice Server 4.5 and SBS 4.5 sections above.

2. CAL Use Rights.
Unless otherwise noted, defined terms have the same meaning as in the Server use rights section above. For each CAL acquired, you may access or otherwise use the services or functionality of licensed Server Software in the manner provided for in the Server use rights section above. Upgrades of CALs for SBS 4.5 Suite. See conditions noted in the SBS 4.5 section above.

N. TechNet Plus

1. Server Use Rights.
a. Installation—Server Software. 
For each license acquired, you may install and use one copy of the Server Software on a single Server which may only be accessed by you, your employees and your individual contractors, if any. If the Server has more than one processor, you must obtain a separate license for each processor on that Server. You may use the Server Software only with that number of processors for which you are properly licensed.

b. Client Software. 
You may install the Client Software on any Device. No license is required for Devices running the Client Software to access the Server Software.

2. Other Rights and Restrictions.
a. Online Services. 
For each license acquired, a single access point may register and access the Subscriber-only Online Services website, including but not limited to the Online Concierge Chat Support and Managed Newsgroups Support.

b. Copies. 
The Product may contain materials, including without limitation, technical documentation, white papers, and printed materials (“Documentation”). You may make any number of copies of Documentation accompanying the Product, so long as the copies are used only for internal purposes or are provided to your customer(s) as part of software or hardware support, provided that (1) the
Documentation accompanying the Product (a) is not distributed for profit, (b) is not modified, and (c) contains all copyright notices; and (2) you do not authorize any redistribution by your end users, except as provided below.

c. Pre-Release Software.
By acquiring a TechNet Plus license, you may receive pre-release software. In order to use such pre-release software, you also agree to the applicable terms and conditions accompanying the beta software, which document(s) govern your rights and obligations with respect to any beta software you receive.

d. Redistributable Components.
The Product may contain software components, including without limitation drivers, utilities, tools, and patches ("Files"), as well as .DLL files, the use of which is not governed by a Component Agreement. For such Files and .DLL files, Microsoft grants you a non-exclusive royalty-free right to reproduce and distribute the Files, provided that you:
a. Distribute the Files for your internal use only or to your customer(s) as part of software or hardware support, provided that (i) the Files are not distributed for profit, (ii) the Files are used only in conjunction with licensed copies of Microsoft products, (iii) the Files may not be modified, (iv) the Files contain all copyright notices, and (v) you do not authorize any redistribution by your licensees or end users;
b. Distribute the .DLL files only in conjunction with and as a part of your software product;
c. Do not use Microsoft's name, logo, or trademarks to market your software product;
d. Agree to indemnify, hold harmless, and defend Microsoft and its suppliers from and against any claims or lawsuits, including attorneys’ fees, that arise or result from the use of the Files or .DLL files or use or distribution of your software product containing the Files or .DLL files; and
e. Otherwise comply with the terms of your license agreement.

O. Windows 2000 Server and Windows 2000 Advanced Server*
*Not available in the BackOffice Server or SBS suites.

1. Server Use Rights.

a. Installation—Server Software.
For each license acquired, you may install one copy of the Server Software on a single Server. You may not separate component parts of the Server Software for use on more than one Server.

b. Client Software.
You may install the Client Software on any Devices.

c. Processor Limits.
You may use the Server Software for Microsoft Windows 2000 Server with up to four CPUs of the Server at any one time. You may use the Server Software for Microsoft Windows 2000 Advanced Server with up to eight CPUs of the Server at one time.

You must acquire a separate CAL for each Device that is used by an “Authenticated User” or that uses “Windows 2000 Server Services” regardless of what software you use.

e. Terminal Services.
In addition to a CAL, you must acquire a Terminal Services CAL for each Device that uses “Terminal Services.” You do not need a Terminal Services CAL to utilize Terminal Services for Devices running a licensed copy of Windows 2000 Professional or Windows XP Professional.

f. “Authenticated User”
is a user who directly or indirectly utilizes the Windows 2000 Server Integrated Sign-On Service or receives credentials from the Windows 2000 Directory Services.

g. “Windows 2000 Server Services”
include File Services (accessing or managing files or disk storage), Printing Services (printing to a printer managed by the Product), Remote Access Service (accessing the Server from a remote location through a communications link, including a virtual private network), and Terminal Services.

h. “Terminal Services”
means (i) using the terminal services feature of the Server Software to enable Devices to use software residing on the Server, or (ii) using other software in conjunction with the Server Software to provide similar services.

i. Deploying CALs.
Except when the Product is licensed within the SBS 2000 suite, you may deploy CALs in either “Per Seat” or “Per Server” mode. In “Per Seat,” you need a separate CAL for each unique Device that accesses or utilizes the
Server Software, as described in the Windows 2000 Server CAL Requirements section above. You can deploy Windows 2000 Server CALs in Per Seat or Per Server mode as defined above. When using Terminal Services, the Product may not be used in Per Server.

j. Update Features.
If you choose to utilize the update features within the Product, it is necessary to use certain computer system, hardware, and software information to implement the features. By using these features, you explicitly authorize Microsoft or its designated agent to access and utilize the necessary information for updating purposes. Microsoft may use this information solely to improve our products or to provide customized services or technologies to you. Microsoft may disclose this information to others, but not in a form that personally identifies you.

k. Internet-Based Services Components.
The Product contains components that enable and facilitate the use of certain Internet-based services. You acknowledge and agree that Microsoft may automatically check the version of the Product and/or its components that you are utilizing and may provide upgrades or fixes to the Product that will be automatically downloaded to a computer.

1. Upgrades from BackOffice Server or SBS.
When you install the Product, the Product replaces the component being upgraded, and you may use the Product in accordance with these use terms. The remaining components of BackOffice Server or SBS may only be used in accordance with the terms of the Microsoft End User License Agreement that accompanied the original product suite. After an upgrade of BackOffice Server, all products must run on the same Server on which the BackOffice Server is installed, unless the upgrade is an Enterprise or Commerce Edition, in which case you may use the Product as a stand-alone product in accordance with these use terms. After an upgrade of SBS, the Fax and Modem Software is no longer subject to the connection limitation for the SBS.

2. Internet Connector.
For each Internet Connector license you have acquired, you have the right to permit any number of Devices that are used by Authenticated Users or that use Windows 2000 Server Services to access a single copy of Windows 2000 Server or Windows 2000 Advanced Server, without the need to acquire Windows 2000 Server CALs for each Device, provided such Devices are used only by Internet Users.

3. Terminal Services Internet Connector.
For each Internet Connector license you have acquired, you have the right to permit any number of Devices to access the Terminal Services of a single copy of Windows 2000 Server or Windows 2000 Advanced Server, without the need to acquire Windows 2000 Server CALs and Terminal Server CALs, Windows 2000 Professional Licenses or Windows XP Professional Licenses for each Device, provided that such Devices are used only by Internet Users and a maximum of 200 Devices are connected to the Product and using Terminal Services at any one time.

4. CAL Use Rights.
Unless otherwise noted, defined terms have the same meaning as in the Server use rights section above. For each CAL acquired, you may access or otherwise use the services or functionality of licensed Server Software in the manner provided for in the Server use rights section above.

5. MultiLanguage Versions.
Use of MultiLanguage Versions ("OS Components") is subject to the terms and conditions of the agreement ("EULA") under which you have licensed the applicable Microsoft operating system product ("OS Product") described below and these terms and conditions. If you do not have a valid EULA for any OS Product (Microsoft Windows 2000 Server, or Microsoft Windows 2000 Advanced Server), you are not authorized to install, copy or otherwise use the OS Components. Capitalized terms used and not otherwise defined here have the meanings assigned to them in the applicable OS Product EULA. To the extent that these terms conflict with terms in the applicable OS Product EULA, these terms control solely with respect to the OS Components. General. The OS Components are provided to you by Microsoft to update, supplement, or replace existing functionality of the applicable OS Product.

6. Work at Home.

While authenticated access to a Windows 2000 Server otherwise requires a Windows 2000 Server CAL, accessing Terminal Services from a Home Device under a Work-at-Home license does not require a Windows 2000 Server or Terminal Services CAL; however, in order for the corresponding At-Work Device to access Terminal Services, the user under the Work-at-Home license must be the primary user of an At-Work Device which is licensed for both (i) a Windows 2000 CAL or BackOffice CAL and (ii) either a Terminal Services CAL or a Windows 2000 Professional license. Work-at-Home access rights
Subject to the limitations, requirements and restrictions identified below, for each Work at Home license acquired, you may permit one Work-at-Home Employee to access or otherwise utilize the Terminal Services of the Microsoft Server Software identified on your License Confirmation (the "Server Software"), where such Server Software is licensed by you, via a direct or indirect connection between a single home Device ("Home Device") and the Server running the Server Software, solely for work-related purposes. "Work-at-Home Employee" means an employee of yours (or an independent contractor providing substantially full-time services to you of the type that are customarily performed by your employees) who is the primary user of an At-Work Device. "At-Work Device" means a Device provided by you from which the Terminal Services may be accessed or otherwise utilized. In place of the version of the Server Software identified on the License Confirmation (or equivalent evidence of license), the Work-at-Home Employee may access or otherwise utilize the Terminal Services of any later version of the Server Software he or she may properly access or otherwise utilize from his or her At-Work Device pursuant to a license or upgrade right (e.g., under Upgrade Advantage or an Enterprise Enrollment). You agree to maintain records adequate to permit identification of the number and identity of Work-at-Home Employees permitted to access or otherwise utilize the Terminal Services. In addition to the notice to user requirements described in your license agreement, you agree to notify each Work-at-Home Employee that accesses or otherwise utilizes the Terminal Services from a Home Device pursuant to these provisions that such access or utilization: (i) must be for work-related purposes; and (ii) must be terminated immediately upon any event which causes him or her no longer to be a Work-at-Home Employee. Notwithstanding anything to the contrary in your license agreement, Work-at-Home licenses are not transferable under any circumstances without the prior written consent of Microsoft.

P. Windows NT 4.0 Server

1. Server Use Rights.

a. Installation—Server Software.
You may install and use Server Software and Client Software as provided in the BackOffice Server 4.5 section above (except in the case of Server Software and Client Software licensed within the SBS 4.5 suite, which may be installed and used as provided in the SBS 4.5 section above), subject to the restrictions noted here.

b. Processor Limitation.
The Server Software may be used by no more than four (4) processors of the Server at any one time, unless you have Windows NT Server, Enterprise Edition, in which case the Server Software may be used by no more than eight (8) processors of the Server at any one time.

c. Client Access.
You need a separate CAL in order to access or otherwise utilize the following Windows NT Server basic network/application services, components or functionality: File Services (accessing or managing files or disk storage), Printing Services (printing to a server managed by a Windows NT Server), Microsoft Message Queue Server (sending or receiving messages from Microsoft Message Queue Server), Microsoft Transaction Server (invoking component-based applications managed by Microsoft Transaction Server), Remote Access Service (accessing the server from a remote location through a communications link), and Terminal Server Services (as defined below). Note: Remote Access Service includes the use of Internet Connection Services, including Internet Authentication Services (validation or transference of a remote access request) or Connection Point Services (remotely configuring the Microsoft Connection Manager Client with new phone numbers or other data). You do not need a CAL for Windows NT Server to access or otherwise utilize any other Windows NT Server services or functionality.

d. Note on Microsoft FrontPage Software.
Windows NT Server contains Microsoft FrontPage software, which allows a single user to develop and maintain an Internet/intranet Web site. For each license acquired, you may install and use one copy of Microsoft FrontPage on a single Device.

e. Microsoft Site Server Express.
You may freely copy and distribute Microsoft Site Server Express for your use on any computer within your organization.

f. SQL Server Feature.
Windows NT Server, Enterprise Edition may install an additional feature which is a restricted version of Microsoft SQL Server. If such feature is installed, you may use it solely in support of the Microsoft Message Queue Server directory functions. You do not need to acquire a separate CAL for Microsoft SQL Server to use the services of Microsoft Message Queue Server to
access or otherwise utilize the services of the restricted Microsoft SQL Server feature of Microsoft Windows NT Server, Enterprise Edition.

g. Windows NT Load Balancing Service (the “OS Component”).
You may reproduce, install and use one copy of the OS Component on a single computer that is validly licensed to run Windows NT Server, Enterprise Edition 4.0. If you have multiple validly licensed copies of Windows NT Server, Enterprise Edition 4.0, you may reproduce, install and use one copy of the OS Component on all of your computers that are validly licensed to run Windows NT Server, Enterprise Edition 4.0 provided that you use such additional copies of the OS Component in accordance with the terms and conditions set forth above.

h. Upgrades of a Component of the BackOffice Server 4.5 or SBS 4.5 Suites.
See conditions noted in the BackOffice Server 4.5 and SBS 4.5 sections above.

2. Windows NT CAL Use Rights.
Unless otherwise noted, defined terms have the same meaning as in the Server use rights section above. For each CAL acquired, you may access or otherwise use the services or functionality of licensed copies of Windows NT Server in the manner provided for in the Server use rights section. Each CAL for Microsoft Windows NT Server used in the Per Seat Mode may also be used to access or otherwise use the services or functionality of Microsoft Windows NT Server, Terminal Server Edition, provided that you comply with the terms and conditions set forth in the Server Use Rights section above.
Upgrades of CALs for SBS 4.5 Suite. See conditions noted in the SBS 4.5 section above.

For rights and restrictions on accessing or otherwise utilizing Terminal Services under a Work-at-Home license, see the Work-at-Home section above under Windows 2000 Server.

Q. and Services for Unix 3.0

1. Installation—Server Software.
For each license acquired, you may install and use one copy of the Server Software on a single Server. You may not separate component parts of the Server Software for use on more than one Server.

2. Installation on Windows NT Workstation or Windows 2000 Professional.
If you install the Server Software on a Device that is running Microsoft Windows NT Workstation (with Windows NT 4.0 Service Pack 6a or above), Windows 2000 Professional, or Windows XP Professional, you may permit a maximum of ten (10) Devices to simultaneously access or use the Server Software. A Device which “visits” the Server Software is accessing or using the Server Software. For purposes of the previous sentence, a “visit” means a series of one or more requests from a Device to the Server Software. A visit ends when such Device does not make any additional requests of the Server Software for a period of five (5) minutes or more. The ten (10) use maximum includes any indirect connections made through software or hardware which pools or aggregates connections.

3. Installation on Microsoft Windows Server Products.
If you install the Server Software on a Server that is running Microsoft Windows NT Server (with Windows NT 4.0 Service Pack 6a or above), Windows 2000 Server, Windows 2000 Advanced Server, or Windows 2000 Datacenter Server (“Microsoft Server Products”), you must use the Server Software in the same “mode” as the Microsoft Server Product on such Server is being used. If it is used in “Per Seat” mode, you must acquire a client access license for each Device that accesses or otherwise uses the services of the Server Software. If it is used in “Per Server Mode,” the maximum number of Devices that may access or otherwise utilize the services of the Server Software at a given point in time is equal to the number of client access licenses that you have acquired and designated for use exclusively with the Device which is running the Server Software. Devices to which a client access license has been designated may also access Server Software running in the Per Server Mode, provided the additional access is within that Device’s maximum licensed capacity. If you have already acquired a client access license to access or otherwise utilize the basic services of the Microsoft Server Product, that client access license gives you the right to access and utilize the Server Software.

You may install and use the “Server for NFS Authentication” portion of the Server Software on any Device which is running a validly licensed copy of Microsoft Server Products and acting as a primary or backup domain controller, for the purpose of enabling user authentication and access to the services of the Server Software.
5. Server for NIS.
You may install and use the “Server for NIS” portion of the Server Software on any Device which is running a validly licensed copy of Microsoft Windows 2000 Server or Microsoft Windows 2000 Advanced Server acting as a domain controller, solely for the purpose of enabling a Windows 2000-based domain-controller computer to be a master NIS server, or a subordinate NIS server to another Windows 2000 Server running Server for NIS.

6. Password Synchronization
You may install and use the “Password Synchronization” portion of the Software ("Password Synchronization Component") on any Device which is running a validly licensed copy of UNIX operating system software, for the purpose of enabling the compatibility of such UNIX operating system with the Microsoft Server Products password synchronization service. You may modify the source code for this Password Synchronization Component to port it to any version of a UNIX operating system. You may also use, reproduce, and distribute (and sublicense these rights to third parties, including the right to sublicense to further third parties) the UNIX Synchronization Service, as modified ("Distributables"), in source or object code forms, solely for the purpose of receiving password updates to and from Devices running Microsoft Server Products, provided that (i) you do not use Microsoft’s name, logo, or trademarks to advertise, market or promote your Distributables without the express written permission of Microsoft; (ii) you include a valid copyright notice on your Distributables; (iii) you agree to indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorney’s fees, that arise or result from the use or distribution of your Distributables.

7. Component Products.
The Software includes certain components licensed to Microsoft from third parties (each, a “Component Product”). A Component Product may contain its own license agreement or copyright notice (each, a “Component Agreement”). The Component Agreements are located on the Software media at \\PUBS\COPYRIGHT.TXT and \\PUBS\GPL.TXT. In the event of inconsistencies between this Section or your license agreement and any Component Agreement, the terms of the Component Agreement control solely with respect to that Component Product.
I. This Section I applies to the following products:

3. Microsoft Office XP Developer 2002 ("MOD")
4. Microsoft Developer Network Subscription ("MSDN")
5. SQL Server 2000 Developer Edition
6. Visual FoxPro 7.0 and 8.0
7. Visual SourceSafe 6.0

Except as otherwise noted, for all products listed above in this section I, these rights and restrictions apply:

A. General License Grants.

1. Installation and Use.
For each license acquired, you must designate one individual within your organization (the “Designated User”) who will have the personal, nonexclusive license to make and use copies of the Software for the purpose of designing, developing, testing and demonstrating your software products. The Designated User may install copies of the Software on any number of computers provided that the Designated User is the only person who uses each such copy of the Software. The Software may be installed on network servers for use by multiple Designated Users, so long as you have acquired a separate license for each such Designated User.

2. Documentation.
You may make and use an unlimited number of copies of the documentation solely for internal use by any number of end users so long as:
   i. Such end users are persons who are generally granted access to your internal network; and
   ii. Such copies are used only for internal purposes and are not to be republished or distributed (either in hard copy or electronic form) beyond your premises.

3. Microsoft Server Software.

a. General.
The Software may include certain Microsoft server products. Any Microsoft server product provided as part of the Software you acquire with a Microsoft Developer Tool product (each, a “Server Product”) is provided for your use solely in conjunction with the design, development, testing and demonstration of software products created by you that run in conjunction with the Server Product and Server Products may not be used in a live production environment. Your use of the Server Products is subject to these product use rights, the terms of which supercede those of any end user license agreements contained in any Server Product.

   The Server Products consist of software programs that provide services or functionality on a computer capable of running the server software ("Server Software"; the computer running the Server Software shall be referred to as the “Server.”) and may also include software programs that allow an electronic device (a “Device”) to access or utilize the services or functionality provided by the Server Software ("Device Software").

b. Installation and Grant of License.

i. Server Software.
   Solely for purposes of designing, developing, testing, and demonstrating your software product(s) that run in conjunction with the Server Product (any such software product, a “Licensee Server Application”):

   A. Microsoft grants you a limited, nonexclusive, royalty-free license to make, use and install the Server Software for any individual Server Product on any number of Servers. All portions of any one copy of Server Software, however, must be installed and used on the same Server.

   B. Any number of end users (i.e., in addition to the Designated User) may access and use the Server Software without the necessity of acquiring additional licenses for the Software provided that such access is solely for purposes of testing Licensee Server Applications.

ii. Device Software.
   Except as otherwise provided, if Device Software is included with the Server Product, Microsoft grants you a
limited, nonexclusive, royalty-free license to make, use and install the Device Software on any number of Devices for use by others, provided that such use is solely in conjunction with the design, development, testing, and demonstration of Licensee Server Applications.

c. Additional Rights and Limitations for Specific Server Software.
Certain Software may contain Server Products that are subject to the following additional rights or limitations:

i. All Server Products.
A. For purposes of this Agreement, “testing” does not include staging in a production environment such as loading content on a Server prior to production use.

B. The use of the Server Products is limited to development use only (as described in this Section of these product use rights) and the deployment of Licensee Server Applications in a production or live environment may require additional licensing for use of and/or access to other Microsoft or third party software products.

The Server Software may be used by no more than four (4) processors of the Server at any one time. You may permit up to 200 anonymous concurrent connections to access your software applications using a Terminal Services component of Windows 2000 Server or Windows .Net Server Software, so long as: (a) such use is limited to the demonstration of your software applications over the Internet for evaluation purposes, and (b) it does not utilize production data.

iii. Windows .NET Server.
A. Volume License Product Key Validation.
There are authentication processes in the Server Software that are designed to prevent unlicensed use of the Server Software. We will use those processes to help ensure you have a valid Volume License Product Key for the Server Software. If you are not using a valid Volume License Product Key for the Server Software, you are not allowed to install the Server Software or future Server Software updates. Microsoft will not collect any personally identifiable information from your Server during those processes.

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

C. Component Data Storage. The Server Software contains components that use the MSDE data storage technology. All copies and instances of MSDE contained in or installed by the Server Software components may be used only by those Server Software components. Any such copy or instance of MSDE contained in the Server Software may not be accessed or used for any other purpose, i.e., the Server Software version of MSDE may not be used for development purposes. In addition, any MSDE network library files that are disabled at the time you first install the Server Software may not be re-enabled.

D. Automatic Internet-Based Services. The Server Software features described below are enabled by default to connect via the Internet to Microsoft computer systems automatically, without separate notice to you. You consent to the operation of these features, unless you choose to switch them off or not use them. Microsoft does not obtain personally identifiable information through any of these features. For more information about these features, please see your Server Software documentation or the Microsoft online support site.

• Windows Update Features. Under the Server Software’s default configuration, if you connect a device to your Server and the correct device driver is not available on your Server, then Windows Update features on your Server (including Device Manager and the Plug & Play CDM Module) automatically attempt to check Microsoft computer systems via the Internet for the correct device driver. Having this happen automatically makes Plug-and-Play installation of new hardware a better experience for customers. You may switch off Windows Update’s automatic driver checking feature.

• Web Content Features. Under the Server Software’s default configuration, if you are connected to the Internet, several features of the Server Software are enabled by default to retrieve content from Microsoft computer systems and display it to you. When you activate such a feature, it uses standard Internet protocols, which transmit the type of operating system, browser and language code of your Server to the Microsoft computer system so that the content can be viewed properly from your Server. These features only operate when you activate them, and you may choose to switch them off or not use them. Examples of these features include Windows Catalog, Search Assistant, and the Headlines and Search features of Help and Support Center.

• Digital Certificates. Use of certificates based on the X.509 standard is an important security feature of the Server Software. Certain functions of the X.509 implementation (for example, certificate revocation checking and certificate path building) connect via the Internet to computer systems belonging to Microsoft and other digital certificate authorities to check the validity of
digital certificates that you receive from third parties during certain Internet-based operations (for example, communications secured with SSL or IPsec, mail secured with S/MIME, and smartcard authentication). In accordance with the X.509 standard, the Server Software automatically retrieves user certificates and certificate revocation lists when you attempt to access certificate protected content. Additionally, the Server Software’s Auto Root Update feature will occasionally update the list of trusted certificate authorities. Auto Root Update is an optional feature; you can uninstall it if you do not desire it to function. The other security operations based on the X.509 standard can be prevented from operating by blocking Server Internet access.

- **Windows Media Digital Rights Management.** Content providers are using the digital rights management technology for Windows Media contained in this Server Software ("WM-DRM") to protect the integrity of their content ("Secure Content") so that their intellectual property, including copyright, in such content is not misappropriated. Portions of this Server Software and third party applications such as media players use WM-DRM to play Secure Content ("WM-DRM Software"). If the WM-DRM Software’s security has been compromised, owners of Secure Content ("Secure Content Owners") may request that Microsoft revoke the WM-DRM Software’s right to copy, display and/or play Secure Content. Revocation does not alter the WM-DRM Software’s ability to play unprotected content. A list of revoked WM-DRM Software is sent to your computer whenever you download a license for Secure Content from the Internet. Microsoft may, in conjunction with such license, also download revocation lists onto your computer on behalf of Secure Content Owners. Secure Content Owners may also require you to upgrade some of the WM-DRM components in this Server Software ("WM-DRM Upgrades") before accessing their content. When you attempt to play such content, WM-DRM Software built by Microsoft will notify you that a WM-DRM Upgrade is required and then ask for your consent before the WM-DRM Upgrade is downloaded. WM-DRM Software built by third parties may do the same. If you decline the upgrade, you will not be able to access content that requires the WM-DRM Upgrade; however, you will still be able to access unprotected content and Secure Content that does not require the upgrade. WM-DRM features that access the Internet, such as acquiring new licenses and/or performing a required WM-DRM Upgrade, can be switched off. When these features are switched off, you will still be able to play Secure Content if you have a valid license for such content already stored on your computer.

- **Windows Media Player.** Some features of Windows Media Player automatically contact Microsoft computer systems if you use Windows Media Player or specific features of it: features that (A) check for new codecs if your Server does not have the correct ones for content you attempt to play (this feature may be switched off), and (B) check for new versions of Windows Media Player (this feature will operate only when you are using Windows Media Player).

**Notice Regarding MPEG-4 Visual Decoders for Windows Media Player.** USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C.. MPEG LA, L.L.C., has contractually obligated Microsoft to provide this notice.


For purposes of this product, “testing” shall be deemed to include (i) testing of your software products to ensure they are deployable with Application Center 2000; and (ii) the right to build integration points (such as monitors) and determine any effects of use.

v. Systems Management Server version 2.0 ("SMS").

A. You may install and use the Installer component of the Device Software ("SMS Installer") only on Devices used within your organization and only for the purpose of creating installation programs through the use of SMS Installer ("Setup Programs"). You may also use and modify the source code designated as “Sample Code” in the SAMPLES.TXT file for the sole purposes of designing, developing and testing your Setup Programs.

B. You may also install and use in object code form the SMS Redistributables (as listed in the SMS REDIST.TXT file), along with any modifications you may make to the Sample Code, only on Devices within your organization for a purpose other than creation of Setup Programs, provided that you: (i) reproduce and use the SMS Redistributables only in conjunction with or as part of a Setup Program; (ii) have a valid Client Access License for any version of Microsoft Systems Management Server for each Device that uses the SMS Redistributables; and (iii) indemnify, hold harmless, and defend Microsoft and its suppliers from and against any claims or lawsuits, including attorney’s fees, that arise or result from the use of your Setup Program or any software installed by your Setup Program. You do not have any other right to install or use SMS Installer.

C. You have additional rights to SMS under Section I.B.3. below.
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