

MICROSOFT

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capability, is not considered to be a “general purpose” product.

2. REDISTRIBUTABLE CODE—ADDITIONAL LICENSE RIGHTS. In addition to the rights granted in subsection 1 above, certain portions of the Software, as described in this subsection 2, are provided to you with additional license rights provided that you comply with the terms of subsection 3.1 below.

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3.1.1. Redistributable Code -- Standard. If you are authorized and choose to redistribute **Sample Code, Redistributable Code, Limited Use Redistributable Code, Sample Applications, SQL Run-Time Files** (collectively, the “Redistributables”) as described in **subsection 2 above, and in Section (I) subsection 2 and Section (J) subsection 2 below**, you agree: (a) to distribute the Redistributables in object code only in conjunction with and as a part of a software application product developed by you using the Software that adds significant and primary functionality to the Software (“Licensed Product”); (b) that the Redistributables only operate in conjunction with Microsoft Windows, Windows NT, or Windows CE; (c) to not use Microsoft’s name, logo, or trademarks to market the Licensed Product; (d) to include a valid copyright notice on the Licensed Product; (e) to indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorneys’ fees, that arise or result from the use or distribution of the Licensed Product; (f) to include “Copyright <year> Microsoft Systems Journal” in all *Microsoft Systems Journal* (MSJ) code used within your program(s); (g) to otherwise comply with the terms of this Section (I); and (h) that Microsoft reserves all rights not expressly granted. You also agree not to permit further distribution of the Redistributables by your distributors to your end-user customers if your distributors only distribute the Redistributables in conjunction with, and as part of, the Licensed Product and you and your distributors comply with all other terms of this Section (I) and your license agreement; and (2) in the manner described in **subsection 3.1.2.**

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3.1.3 Redistributable Code -- Limited Use. If you are authorized and choose to redistribute Limited Use Redistributable Code, in addition to the terms of **subsection 3.1.1**, you must also comply with the following.

3.1.3.1 “Jet” Files or MSDE. If you redistribute the "Jet Files" (as identified in the Software) or MSDE (individually and collectively, the “MS DB Files”), you agree to comply with the following additional requirements: (a) your Licensed Product shall not substantially duplicate the capabilities of Microsoft Access or, in the reasonable opinion of Microsoft, compete with same; and (b) unless your Licensed Product requires your customers to license Microsoft Access in order to operate, you shall not reproduce or use any of the MS DB Files for commercial distribution in conjunction with a general purpose word processing, spreadsheet or database management software product, or an integrated work or product suite whose components include a general purpose word processing, spreadsheet, or database management software product except for the exclusive use of importing data to the various formats supported by Microsoft Access. Note: A product that includes limited word processing, spreadsheet or database components along with other components which provide significant and primary value, such as an accounting product with limited spreadsheet capability, is not considered to be a "general purpose" product.

3.1.3.2 Microsoft Data Access Components. If you redistribute the Microsoft Data Access Component file identified as MDAC_TYP.EXE, you also agree to redistribute such file in object code only in

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4. For Microsoft Windows NT Option Pack Component terms, see Section IV (R) below (Server Products section).

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J. For Visual Basic (Enterprise Edition), Visual C++ (Enterprise Edition), Visual Studio (Enterprise Edition), the following additional section also applies

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1.1 Installation and Grant of License. The BackOffice Components consist of software programs that provide services on a computer called a server (“Server Software”; the computer running the Server Software shall be referred to as the “Server”) and software programs that allow a computer, workstation terminal, handheld PC, pager, telephone, “smart phone,” or other electronic device (each of the foregoing, a “Device”) to access or utilize the services provided by the Server Software (“Client Software”).

1.1.1 Server Software. Solely for purposes of designing, developing and testing your software product(s): you may make, use and install the Server Software on a single Server; all components of the Server Software may only be installed and used on one and the same Server; and a maximum of 10 simultaneous connections may be made to access the services of the Server. (Note: See exception to this limitation for Microsoft SQL Server described below in **subsection 1.2.2**).

The media on which the Server Software resides may contain several versions of the Server Software, each of which is compatible with a different microprocessor architecture (such as the x86 architecture or various RISC architectures). These multiple-architecture versions may be installed and used on different Servers solely for use by a licensed end user (as described in Section (I) **subsection 1.1** above). The Server Software may not be used as the software on the server that supports your development of software product(s) (e.g., as a repository for source code). You may not disclose the results of any benchmark test of either the Server Software or Client Software to any third party without Microsoft’s prior written approval.

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1.2.1 Microsoft SNA Server. The 3270 and 5250 terminal emulation applets and the ODBC/DRDA driver provided with SNA Server are licensed for use only by one user per licensed SNA Server. The applets may only be used to access or otherwise utilize the services of Microsoft SNA Server.

1.2.2 Microsoft SQL Server. Notwithstanding **Section (I) subsection 1.1** above, solely with respect to the Microsoft SQL Server portion of the BackOffice Components, the following additional rights apply: (a) a maximum of five users may access and use the Server Software for the sole purposes of designing, developing, and testing your software product(s) that are designed to operate in conjunction with Microsoft

SQL Server; and (b) an unlimited number of simultaneous connections may be made to access the services of the Microsoft SQL Server, Server Software.

2. REDISTRIBUTABLE CODE —ADDITIONAL LICENSE RIGHTS. In addition to the rights granted in **Section (I) subsection 1** above, certain portions of the Software, as described in this **Section (J) subsection 2**, are provided to you with additional license rights *provided that you comply with the terms of Section (I) subsection 3.1 above*.

2.1 Redistributable Code -- Microsoft SQL Server—Note Regarding the Use of Run-Time Software. Provided that you comply with the terms of **Section (I), subsection 3.1.1 above**, Microsoft grants you the nonexclusive, royalty-free right to reproduce and distribute those DB-Library, Net-Library, and ODBC files required for run-time execution of compiled applications (“SQL Run-Time Files”) in conjunction with and as a part of your application software product that is created using the Microsoft SQL Server Software (“SQL Application”), *provided* that if your SQL Application contains ODBC Run-Time Files: (a) your SQL Application must operate in conjunction with Microsoft SQL Server; and (b) You agree to distribute all ODBC components specified in the Readme file in conjunction with your SQL Application. **Note Regarding SQL Redistributable Code (applicable to SQL Server portion of Microsoft BackOffice 4.5 Developer Edition).** In the event that the SQL Server portion of the Software contains a file identified as REDIST.TXT, Microsoft grants you the nonexclusive, royalty-free right to use, reproduce and distribute the files listed in the REDIST.TXT file of the SQL Server software (the “SQL Redistributable Code”), *provided* that you also comply with the terms of **Section (I) subsection 3.1.1 above**.

2.2 Redistributable Code -- SNA Server Development Software. Microsoft grants you the following nonexclusive, royalty-free right to install and use copies of the OLE DB Data Provider for VSAM and AS/400 (“OLE DB Provider”) and/or the COM Transaction Integrator for CICS and IMS (“COM Transaction Integrator”) on one or more computers located at your premises solely for the purpose of designing, developing, and testing your applications that work in conjunction with Microsoft SNA Server. Portions of the SNA Server portion of the Software are also designated as “Redistributable Code.” The text file named REDIS.TXT in the SNA Server portion of the Software contains a list of such files, as well as the distribution rights associated with the SNA Server Redistributable Code.

3. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

3.1 Production Use. The BackOffice Components of the Software may only be used for development purposes and may not be used in a production environment **Note: this provision does not apply to software components identified as “BackOffice Components” in the Visual InterDev portion of the Software.**

3.2 Version Limitation. The Server Software portion of the BackOffice Components contains a certain version number (such as version “3.5”). This Section (J) permits you to install: one copy of the Server Software with the same (or a lower) version number as the Server Software version number identified on your License Confirmation on a single computer (for example, if the version number listed above is “3.5,” you may install Server Software that contains a “3.5” or “2.0” version number, but not a “3.6” version number).

3.3 Performance or Benchmark Testing. You may not disclose the results of any benchmark test of either the Server Software or Client Software for Microsoft SQL Server, Microsoft Exchange Server, Microsoft Transaction Server, Microsoft Message Queue Server, Microsoft Site Server, Microsoft Site Server Commerce Edition, Microsoft Proxy Server, or Microsoft Internet Information Server to any third party without Microsoft’s prior written approval.

K. For Microsoft Visual Studio (Enterprise Edition), the following additional section is also applicable

1. Additional Rights and Restrictions.

1.1 Microsoft SNA Server. The 3270 and 5250 terminal emulation applets and the ODBC/DRDA driver provided with SNA Server are licensed for use only by one user per licensed copy of SNA Server. The applets may only be used to access or otherwise utilize the services of Microsoft SNA Server.

1.2 Microsoft Exchange Server. Microsoft Exchange Server also includes the Source Extractor, Administrator, and Microsoft Mail Connector software. The Source Extractor, Administrator, and Microsoft

Mail Connector programs contain components that may be installed on additional computers (i.e., other than the Server on which the Server Software resides). Microsoft grants you the additional right to modify the source code version of the Source Extractor programs. The Source Extractor may only be used to migrate data to Microsoft Exchange Server.

1.3 Windows NT Server. The Server Software may be used by no more than four (4) processors of the Server at any one time.

1.4 Microsoft Windows for Workgroups or Windows 95 Software. The media on which Windows NT Server resides may contain a copy of Windows for Workgroups or Windows 95 software. In order to install or use this software, you must acquire a separate Windows for Workgroups or Windows 95 license.

2. Redistributable Code—Additional License Rights. In addition to the rights granted above in this Section (K) and those granted in Section (I), subsection 1 above, certain portions of Visual Studio, Enterprise Edition, as described in this subsection 2, are provided to you with additional license rights provided that you comply with the terms of Section (I), subsection 3.1 above.

2.1 Redistributable Code -- Site Server Software Development Kits (“Site Server SDK Software”). Microsoft grants you the nonexclusive, royalty-free right to install and use copies of the Site Server SDK Software on one or more computers located at your premises solely for the purpose of designing, developing, and testing your applications that work in conjunction with Microsoft Site Server. You may modify the Site Server Sample Code to design, develop, and test your applications. For the purposes of this subsection 2.1, “Site Server Sample Code” shall mean the sample source, HTML, and Active Server Pages (ASP) code located in Site Server “SDK” and “samples” directories. Portions of Site Server are designated as “Redistributable Code.” The text files named REDIST.TXT and LICENSE.TXT located in the Site Server portion of the Software, describe the distribution rights associated with each file of the Site Server Redistributable Code.

2.2 Redistributable Code – SNA Server Development Software -- Note regarding “Sample Code” contained in SNA Server Development Software portion of Microsoft BackOffice 4.5 Developer Edition: You may 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 Applications. You may also reproduce and distribute the Sample Code, along with any modifications you make thereto, provided that you comply with the Distribution Terms described in the SNA Server REDIST.TXT file. For purposes of this section, “modifications” shall mean enhancements to the functionality of the Sample Code.

2.3 Redistributable Code—Microsoft Exchange—Note Regarding the Use of the Sample Applications and Outlook Web Access Software (Microsoft BackOffice 4.5 Developer Edition only).

2.3.1 Sample Applications. Provided that you comply with the terms of Section (I), subsection 3.1.1 above, Microsoft grants you the nonexclusive, royalty-free right to use and modify the source code version of the Sample Applications and to reproduce and distribute the object code versions of such modifications in conjunction with your application that utilizes the services of Microsoft Exchange Server.

2.3.2 Outlook Web Access Software (“OWA Software”). Microsoft grants you the nonexclusive, royalty-free right to use, customize, reproduce and distribute the OWA Software, provided that (a) you comply with the terms Section (I), subsection 3.1.1 above; and (b) you include an end-user license agreement with the OWA Software that grants a limited license to use the OWA Software and otherwise protects Microsoft’s and its suppliers’ intellectual property rights in the OWA Software.

2.4. Redistributable Code – Systems Management Server (Microsoft BackOffice 4.5 Developer Edition only).

2.4.1 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.

2.4.2 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, provided that you: (i) reproduce and use the Redistributable Components 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 Redistributable Components; and (iii) indemnify, hold harmless and defend Microsoft and its suppliers from an against any claims or lawsuits, including attorneys' 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.

2.4.3 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 2.4.2(i) – (iii) above.

2.5 Microsoft BackOffice Server (Microsoft BackOffice 4.5 Developer Edition only).

2.5.1 Use of Administrator Tools. You may install and use the administrator tools on any Device within your organization.

2.5.2 Redistributable Components. You may modify, reproduce and/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.

3. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

Production Use. The BackOffice Components of the Software may only be used for development purposes and may not be used in a production environment **Note: this provision does not apply to software components identified as "BackOffice Components" in the Visual InterDev portion of the Software.**

L. For Microsoft Visual Basic for Applications, Software Development Kit the following section is applicable

The Software includes computer software and the associated media, printed materials, and "online" or electronic documentation (collectively, the "Licensed Technology").

VISUAL BASIC FOR APPLICATIONS ("VBA") SOFTWARE DEVELOPMENT KIT LICENSE TO USE LICENSED TECHNOLOGY

1. GRANT OF LICENSE -- GENERAL

Use of the Licensed Technology and Redistributable Components. The Licensed Technology contains a subset of software (the "Redistributable Components") identified in a REDIST.TXT file located in the Licensed Technology. Microsoft grants you a limited, nonexclusive license to install and use an unlimited number of copies of the Licensed Technology for the purposes of Integrating, and testing the Redistributable Components with your Product(s). For purposes of this Section (L), "Product(s)", solely for purposes of this Section (L) and Section (M) below shall mean applications created by you that: (a) integrate the Redistributable Components, (b) add significant and primary value to the Redistributable Components; and (c) operate on the Microsoft Windows, Microsoft Windows NT, or Microsoft Windows CE, or any future Microsoft operating system products on which the Licensed Technology is commercially released by Microsoft. For purposes of this Section (L), "Integrate," "Integration" or "Integrating" shall mean the inclusion of one or more Redistributable Components as part of an application created by you and copied onto your application's installation media along with your software.

2. ADDITIONAL RIGHTS AND RESTRICTIONS – COMMERCIAL DISTRIBUTION

No Commercial Use Rights. This Section (L) does not grant you any rights for commercial distribution of the Licensed Technology, its Redistributable Components or any other portion thereof. In the event that you wish to Integrate the Redistributable Components into a software product created by you for commercial distribution, you are authorized to evaluate the Licensed Technology only for the purpose of deciding whether to enter into an ongoing license agreement with Microsoft for the Licensed Technology. For licensing terms associated with commercial distribution of the Licensed Technology, its Redistributable Components or any other portion thereof, please visit the VBA web site at <http://msdn.microsoft.com/vba>.

3. ADDITIONAL RIGHTS AND RESTRICTIONS – NON-COMMERCIAL/INTERNAL USE AND DISTRIBUTION OF PRODUCT

Non-Commercial Use Rights. This subsection 3 describes your rights to use the Licensed Technology for non-commercial purposes and to redistribute Product that Integrates the Redistributable Components internally solely for use by End Users; for licensing terms associated with any other purposes, see

subsection 2 above or contact Microsoft Corporation. For purposes of this Section (L), "End Users" shall mean your employees or contractors.

3.1 License to Redistribute the Redistributable Components. Upon completion of your Integration of Licensed Technology into Product(s), Microsoft grants you a nonexclusive, worldwide, royalty-free license to use, reproduce and internally distribute the object code form of the Redistributable Components as incorporated in the Product(s) solely to your authorized End Users provided that you acquire a separate VBA Device License ("Device License") for each unique Device on which you (or your authorized End Users) install, use, access, display, run or otherwise interact with each unique Product (each of the foregoing interactions are referred to in this Section (L) as, "RUN"). You may RUN each individual Product created under this Section (L) on any Device, so long as you have acquired a Device License for each such Device that RUNS each such Product. Device Licenses are not included with VBA Software Development Kit, they are licensed by Microsoft under a separate end user license agreement. [See Section (L)] For purposes of this Section (L), a "Device" shall mean any single computer, workstation, terminal, handheld PC, pager, "smart phone," or other digital electronic device.

3.2 Redistribution Requirements. The rights granted in this subsection 3 are subject to the following restrictions:

3.2.1 You agree to comply with the terms of this subsection 3, including, without limitation the restrictions in this subsection 3.2;

3.2.2 You agree to distribute the Redistributable Components only in object code form and only in conjunction with and as an Integrated part of your Product as defined in subsection 1 above;

3.2.3 You agree to not license or distribute the Redistributable Components as part of any product or bundle of products that compete, directly or indirectly, with Microsoft Visual Basic;

3.2.4 You agree to only access documented function calls when Integrating the Redistributable Components with the Product;

3.2.5 You agree that your Integration of the Redistributable Components included in the Product will not adversely affect the full functionality of the Redistributable Components, e.g., Integration shall not disable any features of the Redistributable Components included in Product.

3.2.6 You agree to include the following acknowledgment in the credit screen of the Product and in the documentation: "Portions ©Copyright 1996-1999, Microsoft Corporation. All rights reserved."

3.2.7 You agree to indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of the Product; and

3.2.8 You agree to not remove any copyright, trademark or patent notices that appear in the Licensed Technology.

3.3 Documentation. This Section (L) grants you, limited, nonexclusive license to make and use an unlimited number of copies of any documentation, provided that such copies shall be used only for internal purposes by End Users in conjunction with their use of the Product(s) and are not to be republished or distributed (either in hard copy or electronic form) to third parties.

4. DISCLAIMER OF WARRANTIES. To the maximum extent permitted by applicable law, Microsoft and its suppliers provide the Licensed Technology *AS IS AND WITH ALL FAULTS*, and hereby disclaim all warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties or conditions of merchantability, of fitness for a particular purpose, of lack of viruses, of accuracy or completeness of responses, of results, and of lack of negligence or lack of workmanlike effort, all with regard to the Licensed Technology. **ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE LICENSED TECHNOLOGY.**

M. For Microsoft Visual Basic for Applications, Device License the following section is applicable

Before using or otherwise accessing a Product created by you that Integrates Visual Basic for Applications you agree to be bound by the terms of this Section (M). If you do not agree to the terms of this Section (M), you are not authorized to access or otherwise utilize your Product that Integrates Visual Basic for Applications.

1. GRANT OF LICENSE.

a. Overview. This Section (M) describes your rights to access or otherwise utilize the services or functionality of Product(s) created by you in accordance with the terms and conditions of Section (M) above. Section (L) allows Integration of certain VBA-related Redistributable Components. Except as otherwise noted, all capitalized terms used in this Section (M) shall have the same meaning as in Section (L) above. This Section (M) does not apply to any VBA-enabled products created by third parties or otherwise available through commercial channels.

b. Grant of License. This Section (M) grants you the right to install, use, access, display, run or otherwise interact with (“RUN”) one copy of a unique Product (as defined in Section (L) above) on a single computer, workstation, terminal, handheld PC, pager, “smart phone,” or other digital electronic device (each, a “Device”) operated internally by an End User (as defined in Section (L) above). Each Visual Basic for Applications Device License (“Device License”) must be dedicated to a single Device and you must obtain a separate Device License for each individual Product that RUNS on a Device; however, an End User who is the primary user of a validly licensed Device on which a Product is RUN may make a second copy of the Product for his or her exclusive use on either a home or portable computer.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

Multiple Device Licenses. If this Device License is a multiple Device License, you have acquired the total number of Device Licenses specified above, and you may use each such Device License in the manner described above.

3. DISCLAIMER OF WARRANTIES. To the maximum extent permitted by applicable law, Microsoft and its suppliers provide the Device License *AS IS AND WITH ALL FAULTS*, and hereby disclaim all warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties or conditions of merchantability, of fitness for a particular purpose, of lack of viruses, of accuracy or completeness of responses, of results, and of lack of negligence or lack of workmanlike effort, all with regard to the Device License. **ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE DEVICE LICENSE.**

N. For Microsoft Project 98, the following additional section is also applicable

This Section (N) pertains solely to portions of the Software identified as the Microsoft Project Workgroup Message Handler (“Handler”) and the Microsoft Project Workgroup Web Server (“Web Server”).

1. **ADDITIONAL RIGHTS.** In addition to the rights granted to you in Section (A) above, for each License acquired, Microsoft grants you the following rights:

- **Handler.** You may reproduce and distribute an unlimited number of copies of the Handler which is comprised of those files designated in the Software as: wgsetup.stf, wgsetup.lst, wgsetup.exe, mfc42.dll, msvcr7.dll, openmail.exe, olmenu.ecf, opml32.dll, olmenu.dll, msflxgrd.ocx, olepro32.dll, regwiz.exe, oleaut32.dll, stdole2.tlb, extract.exe, setup.ini, prj98_ca.dll, acmsetup.exe, msetup.dll, acmsetup.hlp; provided that each copy shall be a true and complete copy, including all copyright and trademark notices.
- **Web Server.** You may use the Software to post the file designated in the Software as mspjhttp.exe to a computer acting as a server to create a TeamInbox. An unlimited number of other users may then connect to the server and use the file mspjhttp.exe for the purpose of viewing Youyour TeamInbox and related Task Lists.

2. **OTHER TERMS AND CONDITIONS.** Your use of the Handler and Web Server is subject to this Section (N) and Section (A) above.

O. For Microsoft Outlook 98 Deployment Kit, the following section is applicable

Software. The Software includes a copy of Microsoft Outlook 98 (“Outlook 98”) in addition to utilities and other software tools necessary to enable you to customize copies of Outlook 98. Your use of the Outlook 98 component of the Software is governed by the end user license agreement accompanying Outlook 98, e.g., as otherwise provided in these Product Use Rights (“Outlook 98 EULA”), and not by this Section (O).

Customization. You may reproduce and use copies of the Software solely to customize your validly

licensed copies of Outlook 98 only as outlined in the materials provided with the Software.

Deployment. You may reproduce and install a customized copy of Outlook 98 only on computers within your organization for which you have validly licensed copies of any version of Microsoft Outlook or other Microsoft Exchange client, acquired either as a standalone, or as a component of another product provided that use of the customized version of Outlook 98 is in accordance with the Outlook 98 EULA for the applicable client on the eligible computer.

Distribution. You may reproduce and distribute customized copies of Outlook 98 to third parties for whom you provide other services provided that: (a) you must not remove the end user license agreement for Outlook 98 which is included in the customized version of Outlook 98, (b) you may only install a customized copy of Outlook 98 on computers for which such third party can satisfactorily demonstrate have a validly licensed copy of any version of Microsoft Outlook or Microsoft Exchange client software, and (c) you must comply with the export restrictions set forth in the Outlook 98 EULA.

The Software is provided “as is” without warranty or condition of any kind, either express or implied, including, without limitation, the implied warranties and conditions of merchantability, fitness for a particular purpose, or noninfringement. The entire risk arising out of use or performance of the Software remains with you.

P. For MSDN, the following section is applicable:

The Software provided through MSDN, the Microsoft Developer Network Subscription (“MSDN Subscription Program”) include(s) computer software and may include “online” or electronic documentation, associated media, and printed materials (“Product”)

1. Applicability of License. Depending on the subscription level you have chosen, the Product may consist of product documentation, sample applications, books and periodicals, tools and utilities, miscellaneous technical information, operating systems, development toolkits, server applications, and development tools (each, a “COMPONENT,” and collectively “COMPONENTS,” of the Product); the Product may include groups of COMPONENTS identified as any one or more of the following: MSDN Library, Development Platform, BackOffice Test Platform, Office Test Platform, and Development Tools. This Section (P) defines your rights to the COMPONENTS you have elected to receive as part of its subscription to the MSDN Subscription Program.

2. General Grant of License. In general, for each License acquired, you must designate one individual within your organization to make and use copies of the Product according to the terms of this Section (P). The Product may not be separated for use by more than the one individual authorized to use the Product. A single subscription through the MSDN Subscription Program may have multiple licenses to use the Product associated with that subscription; nonetheless, each License must be dedicated to use of the Product by one individual.

3. Effect of other Component Licenses. COMPONENTS that you receive as part of the Product may have their own licenses (each, a “Component Agreement”). In the event of inconsistencies between this Section (P) and any Component Agreement, the terms of the Component Agreement shall control except in the following instances:

- a. For all of the Product, **subsection 4** of this Section (P) shall control; and
- b. For all COMPONENTS included in the BackOffice Server Test Platform, Windows NT Server, Windows 2000 Server, and Office Test Platform, all provisions of this Section (P) shall control.

4. Additional Rights And Limitations -- General.

4.1 Termination. Without prejudice to any other rights, Microsoft may cancel your rights under this Section (P) if you fail to comply with the terms and conditions of this Section (P). In such event, you must destroy all copies of the Product and all of its component parts.

Software Transfer. Any permitted transfer of the Product must include all prior deliverables of Product and all other subscription deliverables.

4.3 Separation of COMPONENTS. The Product is licensed as a single product. Its COMPONENT parts may not be separated for use by more than one user (or for use on more than one computer for Server

Software).

4.4 Production Use. The Product may only be used for development purposes as described in this Section (P) and may not be used in a production environment, *unless* such use is allowed under the terms of the Component Agreement delivered with the respective COMPONENT and is not superseded by subsection 3 of this Section (P).

4.5 Prerelease Code. Portions of the Product may be identified as prerelease code (“Prerelease Code”). Such Prerelease Code is not at the level of performance and compatibility of the final, generally available product offering. The Prerelease Code may not operate correctly and may be substantially modified prior to first commercial shipment. Microsoft is not obligated to make this or any later version of the Prerelease Code commercially available. The grant of license to use Prerelease Code expires upon availability of a commercial release of the Prerelease Code from Microsoft.

4.6 Update License Terms. All subscription updates that you receive as part of the Product (“UPDATES”) shall be considered part of the Product and subject to the terms and conditions of this Section (P). Additional license terms may accompany UPDATES. By installing, copying, or otherwise using any UPDATE, you agree to be bound by the terms accompanying each such UPDATE. If you do not agree to the additional license terms accompanying such UPDATES, you may not install, copy, or otherwise use such UPDATES.

5. Licenses Applicable to MSDN Library, Development Platform, Office Test Platform and Development Tools (consisting of Visual Studio Enterprise Edition, Office Developer Edition, Project, and Microsoft Team Manager).

5.1 General. Microsoft grants you a personal, nonexclusive license to make and use up to ten copies of each of the software programs contained in the COMPONENTS included in the MSDN Subscription Program described in the heading to this subsection (collectively, the “Desktop Test Platforms”) for the sole purposes of designing, developing, and testing your software product(s). In addition, solely with respect to the Microsoft Office COMPONENT, for each License acquired, the individual designated by you in accordance with subsection 2 above will have a personal, nonexclusive license to make, use, and install one additional copy of Microsoft Office on a single computer for general business purposes provided that he or she is the only individual using such copy of Microsoft Office.

Exceptions to subsection 5.1: (i) the foregoing license grant does not apply to the copy of Windows NT Server or Windows 2000 Server product provided with the Development Platform. Your use of Windows NT Server and Windows 2000 Server products is governed by the terms of subsections 6 and 7.7, below; and (ii) certain COMPONENTS of the Development Platform may include software programs that limit the number of copies that can be made for use by you to less than the ten copies authorized above.

5.2 MSDN Library – Additional Rights and Restrictions.

a. Documentation. For the MSDN Library, Microsoft grants you a worldwide, nonexclusive, nontransferable, royalty-free right to make, use, and install an unlimited number of copies of the MSDN Library solely for internal use by an unlimited number of end users so long as: (i) such end users are persons who are generally granted access to your internal network; that (ii) such copies shall be used only for internal purposes and are not to be republished or distributed (either in hard copy or electronic form) beyond the your premises; and (iii) you may use documentation identified in the MSDN Library as the file format specification for Microsoft Word, Microsoft Excel, Microsoft Access, and/or Microsoft PowerPoint (“File Format Documentation”) solely in connection with your development of software product(s) that operate in conjunction with Windows, Windows NT, or Windows 2000 that are not general-purpose word-processing, spreadsheet, database management, or presentation graphics software products or an integrated work or product suite whose components include one or more general-purpose word-processing, spreadsheet, database management or presentation graphics software products. Note: A product that includes limited word-processing, spreadsheet, database, or presentation graphics components along with other components that provide significant and primary value, such as an accounting product with limited spreadsheet capability, is not considered to be a “general-purpose” product.

b. Sample Code included in MSDN Library (collectively, “Library Sample Code”). Provided that you comply with the terms of subsection 8 below, Microsoft grants you the following nonexclusive, royalty-

free rights: (a) to use and modify the source code version of, and reproduce and distribute the object code version of, those portions of the Library Sample Code identified as sample code within the documentation and/or in the “sample code” directory (exclusive of .dll files); and (b) to reproduce and distribute the object code version of the .dll files included as part of the Library Sample Code, solely in conjunction with a software product developed by you that adds primary and significant functionality to the Library Sample Code.

6. Microsoft Windows NT Workstation and Windows 2000 Professional. In addition to the restrictions described in the Component Agreement that accompanies Windows NT Workstation, the following restrictions also apply: Each copy of this COMPONENT may be used by no more than two (2) processors of each computer on which such copy is installed. You may use the Product as interactive workstation software on each computer on which the Product is installed (a “Workstation Computer”), but not as server software.

7. Licenses Applicable to BackOffice Server Test Platform. In general, the COMPONENTS of the BackOffice Server Test Platform may only be used by you for purposes of designing, developing and testing your software products; such COMPONENTS may not be used for production use or deployed for any other purposes. Specifically, Microsoft grants you the following rights to the COMPONENTS included in the BackOffice Server Test Platform portion of the MSDN Subscription Program:

7.1 General Use and Installation. The BackOffice Test Platform consists of software programs that provide services on a computer called a server (“Server Software; the computer running the Server Software shall be referred to as the “Server”) and software programs that allow a computer, workstation terminal, handheld PC, pager, telephone, “smart phone,” or other electronic device (each of the foregoing, a “Device”) to access or utilize the services or functionality provided by the Server Software (“Client Software”).
Server Software. For each License acquired, you may make, use and install the Server Software on a single Server solely in accordance with **subsection 2** above, and the components of the Server Software may only be installed and used on one and the same Server. The media on which the Server Software resides may contain several versions of the Server Software and the Connector Software (applicable to Microsoft Exchange Server only), each of which is compatible with a different microprocessor architecture (such as the x86 architecture or various RISC architectures). These multiple-architecture versions may be installed and used on different Servers solely for use by a licensed end user in accordance with **subsection 2**. The Server Software may not be used as the software on the server that supports your development of software product(s) (e.g., as a repository for source code).
Client Software. You may make, use and install the Client Software on up to 10 Devices solely for purposes of designing, developing and testing software products created by you to operate with the Server Software.

7.2 Other Rights and Limitations on Use of BackOffice Server Test Platform—General.

a. Version Limitation. The Server Software contains a certain version number (such as version “3.5”). For each License acquired, you may install: (1) one copy of the Server Software, (2) with the same (or a lower) version number as the Server Software version number listed on your License Confirmation, (3) on a single computer (for example, if the version number listed on such License Confirmation is “3.5,” you may install Server Software that contains a “3.5” or “2.0” version number, but not a “3.6” version number).

b. Performance or Benchmark Testing. You may not disclose the results of any benchmark test of either the Server Software or Client Software for Microsoft SQL Server, Microsoft Exchange Server, Microsoft Transaction Server, Microsoft Message Queue Server, Microsoft Internet Information Server, or Microsoft Proxy Server to any third party without Microsoft’s prior written approval.

7.3 Microsoft Windows for Workgroups or Windows 95 Software. The CD-ROM on which Windows NT Server resides may contain a copy of Windows for Workgroups or Windows 95 software. Note that in order to install or use this software, you must acquire a separate license for Windows for Workgroups or Windows 95.

7.4 Microsoft SNA Server.

a. The 3270 and 5250 terminal emulation applets and the ODBC/DRDA driver provided with SNA Server are licensed for use only by one user per licensed copy of SNA Server. The applets may only be used to access or otherwise utilize the services of Microsoft SNA Server.

b. With respect to SNA Server Development Software, Microsoft grants you the following nonexclusive, royalty-free right to install and use copies of the OLE DB Data Provider for AS/400 and

VSAM, OLE DB Provider for DB2, ODBC Driver for DB2, and/or the COM Transaction Integrator for CICS and IMS and/or the Software Development Kit, if included, solely for the purpose of designing, developing, and testing your applications that work in conjunction with Microsoft SNA Server (“SNA Server Application(s)”). Portions of the SNA Server component of the BackOffice Server Test Platform are also designated as “Redistributable Code.” The text file named REDIS.TXT in the SNA Server portion of the BackOffice Server Test Platform contains a list of such files, as well as the distribution rights associated with the SNA Server Redistributable Code.

c. You may 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 Applications. You may also reproduce and distribute the Sample Code, along with any modifications you make thereto, provided that you comply with the Distribution Terms described in the SNA Server REDIST.TXT file. For purposes of this section, “modifications” shall mean enhancements to the functionality of the Sample Code.

7.5 Microsoft Exchange Server.

a. Microsoft Exchange Server also includes the Source Extractor, Administrator, and Microsoft Mail Connector software. The Source Extractor, Administrator, and Microsoft Mail Connector programs contain components that may be installed on additional computers (i.e., other than the Server on which the Server Software resides). Microsoft grants to you the additional right to modify the source code version of the Source Extractor programs. The Source Extractor may only be used to migrate data to Microsoft Exchange Server.

b. Sample Applications. Provided that you comply with the terms of **subsection 8**, Microsoft grants you the nonexclusive, royalty-free right to use and modify the source code version of the Sample Applications and to reproduce and distribute the object code versions of such modifications in conjunction with your application that utilizes the services of Microsoft Exchange Server.

c. Outlook Web Access Software (“OWA Software”). Microsoft grants you the nonexclusive, royalty-free right to use, customize, reproduce and distribute the OWA Software, *provided that* (a) you comply with the terms of **subsection 8**; and (b) you include an end-user license agreement with the OWA Software that grants a limited license to use the OWA Software and otherwise protects Microsoft’s and its suppliers’ intellectual property rights in the OWA Software.

7.6 Microsoft SQL Server. Microsoft grants you the nonexclusive, royalty-free right to use, reproduce and distribute the files listed in the REDIST.TXT file of the SQL Server component of the BackOffice Server Test Platform provided that you comply with the Distribution Terms listed in such REDIST.TXT file.

7.7 Windows NT Server and Windows 2000 Server Products.. The Server Software may be used by no more than four (4) processors of the Server at any one time.

7.8 Site Server Software Development Kits (“Site Server SDK Software”). Microsoft grants you the nonexclusive, royalty-free right to install and use copies of the Site Server SDK Software component of the BackOffice Server Test Platform solely for the purpose of designing, developing, and testing your applications that work in conjunction with Microsoft Site Server. You may modify the Site Server Sample Code to design, develop, and test your applications. For the purposes of this **subsection 7.8**, “Site Server Sample Code” shall mean the sample source, HTML, and Active Server Pages (ASP) code located in Site Server “SDK” and “samples” directories. Portions of Site Server are designated as “Redistributable Code.” The text files named REDIST.TXT and LICENSE.TXT located in the Site Server portion of the Back Office Server Test Platform, describe the distribution rights associated with each file of the Site Server Redistributable Code.

7.9 Systems Management Server.

a. 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.

b. You may also install and use in object code form the Redistributable Code (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, provided that you: (i) reproduces and uses the Redistributable Code only in conjunction with or as part of a Setup Program; (ii) has a valid Client Access License for any version of Microsoft Systems Management Server for each Device that uses the

Redistributable Code; and (iii) indemnifies, holds harmless and defends Microsoft and its suppliers from and against any claims or lawsuits, including attorneys' 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 may reproduce and distribute the files listed in the REDIST.TXT file (collectively referred to as "Redistributable Code"), 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 7.9(b)(i) – (iii) above.

7.10 Microsoft BackOffice Server.

a. Use of Administrator Tools. You may install and use the administrator tools on any Device within your organization.

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

8. Distribution Requirements. If you choose to redistribute the Library Sample Code, Microsoft Exchange Sample Applications, or OWA Software (for purposes of this **subsection 8**, collectively the "Redistributable Code") with a software product developed by you as described in this Section (P) (an "Application"), you must (a) not permit further redistribution of the Library Sample Code by your end-user customers; (b) not use Microsoft's name, logo, or trademarks to market your Application; (c) include a valid copyright notice on your Application; (d) agree to indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of your Application; (e) include "Copyright <year> Microsoft Systems Journal" in all *Microsoft Systems Journal* (MSJ) code used within your program(s); (f) otherwise comply with the terms of this Section (P); and (g) agree that Microsoft reserves all rights not expressly granted. Notwithstanding subsection (a), above, you may permit further redistribution of the Redistributable Code by your distributors to your end-user customers if your distributors only distribute the Redistributable Code in conjunction with, and as part of, your software product and you and your distributors comply with all other terms of this Section (P) and your license agreement.

No warranties. The Software is provided "as is" without warranty of any kind.

Q. For Microsoft Step by Step Courseware: Instructor Guide; Core Skills Student Guide; Expert Skills Student Guide, the following section is applicable:

General License Grant. For each License you acquire, you must designate one individual in your organization who will have a personal, nonexclusive license to make and use copies of the Software. For purposes of this Section (Q), the Software shall include the product in printed form.

R. For Microsoft Encarta Online Deluxe, the following section is applicable:

Product Subscription License

For each subscription you obtain, you may authorize one Authorized User to access and use the secure web site known as Microsoft Encarta Online Deluxe (the "Product") in accordance with the Product's Terms of Use, which are presently set forth at <<http://encarta.msn.com/shared/corpcitizen/tou.shtm>>. You may obtain either a one- or two-year subscription. The term of that subscription will commence upon the Issue Date of the applicable License Confirmation and continue through the end of the one- or two-year period or until the expiration or termination date of the agreement under which it is licensed, whichever occurs earlier. In exchange for a fixed and non-cancelable fee, you will be entitled to any Components and Updates made available under the Encarta Online Deluxe Subscription Program during the subscription term. After placing an order, you may activate your subscription by accessing either <<http://encarta.msn.com/volume/open>> or <<http://encarta.msn.com/volume/select>>. An active Enrollment or Authorization number will be required to register. For purposes of this paragraph, "Authorized Users" shall mean your students, teachers, faculty members, and/or other employees or users. You agree to restrict access to the Product to computer workstations physically located within your facility. You shall not allow remote or dial-in access to the Product. You shall use reasonable care to prevent unauthorized use of the Product, and shall be solely responsible for all access to and use of the Product, whether or not you have knowledge of or authorizes such access and use. Microsoft retains the right to audit you monthly for

unauthorized uses of and/or access to the Product. Any rights not expressly granted herein are reserved by Microsoft. In the event of any unauthorized use by an Authorized User, you shall take all reasonable steps to cause such Authorized User to cease such activity and to prevent any recurrence thereof. Microsoft reserves the right to immediately terminate the agreement under which the license is obtained and/or access to the Web Site by you or by Authorized User(s) for violation of any applicable terms and conditions.

S. For application products enrolled in Upgrade Advantage Plus, the following additional rights are applicable

At any time, you may have as many copies of the Software in use as you have Licenses enrolled in Upgrade Advantage Plus, as long as you have metering software in place to ensure that the number of persons using the Software concurrently does not exceed the number of Licenses enrolled in Upgrade Advantage Plus. A License for the Software may not be shared or used concurrently on computers located in different time zones, or by a user who is neither an employee of yours nor an independent contractor providing services to you of the type that are customarily performed by your employees. The primary user of a computer on which a copy of the Software is installed *or which runs the Software from a storage device used only to install or run the Software on your computers over an internal network* may make a second copy for his or her exclusive use on a portable computer; provided that: (x) the total number of second copies made by your users may not exceed the number of Licenses acquired by you; (y) the number of second copies made by users of computers on which copies of the Software are not installed may not exceed the number of Licenses enrolled by you in Upgrade Advantage Plus; and (z) you must maintain records that enable you to determine that you are in compliance with the limitations expressed in clauses (x) and (y) above.

T. For application products licensed pursuant to Work-at-Home licenses, the following additional rights and limitations are applicable:

Subject to the limitations, requirements and restrictions identified below, for each License acquired, you may permit one Work-at-Home Employee to install, use, access, display, run, or otherwise interact with (“RUN”) from a single home computer, workstation, terminal, handheld PC, pager, “smart phone”, or other electronic device (“Home Computer”) one copy of the Software. As used in this provision, the term “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 Computer. As used herein the term “At-Work Computer” means a computer, workstation, terminal, handheld PC, pager, “smart phone”, or other electronic device provided by you on which a properly licensed copy of the Software RUNS. In place of the version of the Software identified on the License Confirmation (or equivalent evidence of license), the Work-at-Home Employee may use any later version of the Software he or she may properly use on his or her At-Work Computer pursuant to a License or upgrade right (e.g., under Upgrade Advantage or an Enterprise Enrollment/Enterprise Agreement). You shall maintain records adequate to permit identification of the number and identity of Work-at-Home Employees permitted to RUN a copy of the Software pursuant to these provisions. In addition to the notice to user requirements described in your license agreement, you shall notify each Work-at-Home Employee that RUNS a copy of the Software on a Home Computer pursuant to these provisions that such copy must be deleted and removed from the temporary memory (RAM) and permanent memory (e.g. hard disk) of such Home Computer immediately upon any event which causes him or her no longer to be a Work-at-Home Employee (as that term is defined herein). 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.

III. System Products -- For products which are classified in the Product List as belonging to the System Products Pool, the following apply:

A. For system products not otherwise identified below, the following section is applicable

Note: An amendment or addendum to this Section (A) may accompany certain components of the Software. Additional software components may be distributed to you along with the Software. To the extent that a

separate End-User License Agreement (“EULA”) is provided with any such additional software component, except as specifically referenced below, use thereof shall be governed by such EULA.

For each License you have acquired, you may install and use one copy of the Software on the single computer on which it was first installed. If the Software includes functionality that enables your single computer to act as a network server, any number of computers or workstations may access or otherwise utilize the basic network services of that server; however, you must acquire and dedicate a License for each separate computer on which the Software is installed or run from the server. A License to use the Software may not be shared or used concurrently on different computers.

B. For Microsoft Windows 98 and Microsoft Plus! 98, the following section is applicable

For each License you have acquired, you have the following rights:

Systems Software. You may install and use one copy of the Software on the single computer, workstation, terminal or other digital electronic device (“COMPUTER”) on which it was first installed. You may permit a maximum of five (5) COMPUTERS to connect to the single COMPUTER running the Software solely to access the Internet using the Internet Connection Sharing feature of the Software. You may not allow these connected COMPUTERS to use any other components of the Software, nor to invoke application sharing as described below. The five (5) connection maximum includes any indirect connections made through software or hardware which pools or aggregates connections.

Storage/Network Use. A license for the Software may not be shared or used concurrently on different COMPUTERS. Notwithstanding the foregoing, any number of COMPUTERS may access or otherwise utilize the file and print services and peer web services of the Software. In addition, you may use the "Multiple Display" feature of the Software to expand your desktop as described in the on-line Help file, without obtaining a license for each display.

Note: Any software provided along with the Software that is associated with a separate end-user license agreement is licensed to you under the terms of that license agreement.

C. For Microsoft Internet Explorer Administration Kit, the following section is applicable

1. DEFINITIONS

(a) “Guidelines” means the guidelines for use of the Logo as outlined in the Microsoft Internet Explorer Logo Usage Guidelines which are located at <http://www.microsoft.com/ie/logo>.

(b) “IEAK” means a collection of tools which enable an Internet Explorer and Outlook Express licensee to perform limited customizations to the Licensed Software, such customizations being made in accordance with the instructions in the IEAK, and including any updates to the IEAK which may be provided by Microsoft to you under this Section (C).

(c) “Customization Code” means the 10-digit alpha numeric code provided by Microsoft that enables you to use the customization features of the IEAK.

(d) “Logo” means the “Microsoft® Internet Explorer” logo depicted in the Guidelines or such additional or replacement logos as Microsoft may provide from time to time under this Section (C).

(e) “Licensed Software” means, in object code form only for Platforms in all available languages requested by you, the following Microsoft software components: Internet Explorer (or “IE”) versions 4.x and 5.x, Outlook Express versions 4.x and 5.x, Windows Media Player versions 5.x and 6.x, Dial-up Networking (or “DUN”) 1.3, and NetMeeting versions 1.x and 2.x. (Internet Explorer and Outlook Express software technology comprise part of the operating system of Windows 95, Windows 98, Windows NT, and Windows 2000. Certain versions of such technology are available as standalone software for the Windows 3.1, Macintosh and UNIX operating systems.)

In addition to the components listed above, you may distribute, pursuant to subsection 2(b) below, those additional software components that are available via the IEAK 5.x Automatic Version Synchronization (AVS) feature. Such additional components may not be distributed separate from the Internet Explorer operating system updates. The foregoing limitation shall not apply to Windows Media Player, provided that Windows Media Player standalone distribution shall be in accordance with the instructions at <http://www.microsoft.com/windows/mediaplayer/redist.asp>.

All Licensed Software includes the indicated version only. Microsoft reserves the right to amend these terms in the event of public release of new versions of any of the Licensed Software. In the event that Microsoft elects to amend these terms, upon release of a new release version, Microsoft will make available through its <http://ieak.microsoft.com> Web site (or any successor thereto):

(1) Identification of the new release version;

(2) An amendment to this Section C (“Amendment”), setting forth the new terms and conditions; Microsoft’s notice regarding the Amendment will include notice (pursuant to subsection 5 below) that Microsoft may not renew the License, absent such Amendment, beyond its then current term.

(f) “Platforms” means Windows 3.x (including Windows for Workgroups 3.x), Windows 95, Windows 98, Windows NT, Windows 2000, Apple Macintosh, and UNIX.

2. LICENSE GRANTS, CONDITIONS & RESTRICTIONS

(a) **IEAK.** Microsoft grants to you a nonexclusive, limited, worldwide (subject to export controls), royalty-free license to customize Internet Explorer using the IEAK in accordance with the instructions provided in the Internet Explorer “Customization Wizard”. You acknowledge and agree that your use of the IEAK to customize Internet Explorer requires the rightful receipt from Microsoft of the Customization Code allocated to you. You agree that you shall only use the IEAK in accordance with the instructions provided in the Internet Explorer Customization Wizard that is available to you upon input of the allocated Customization Code and the Logo Guidelines provided by Microsoft.

(b) **Licensed Software.** Microsoft grants to you a nonexclusive, worldwide (subject to export controls), royalty-free license to use, reproduce and distribute the Licensed Software solely for use by your employees (or in the case of educational institutions, students and faculty) and staff and within your organization and affiliated companies through your Intranet. If Microsoft makes a new release (other than an “Update” release which is designated by Microsoft as a change in the hundredths digit [x.x(x)]) of any component of the Licensed Software available, then you shall use reasonable efforts to update its Intranet site with the most current version of the Licensed Software.

(c) **License Restrictions.** You may not permit redistribution of the Licensed Software to or for use by third parties other than for third parties such as temporary guests, consultants, contractors and temporary staff accessing your Intranet. You shall maintain and not alter or remove any copyright, trademark, and other protective notices contained in the Licensed Software, including the end user license agreement (“EULA”) which is included in the setup installation of the Licensed Software. You shall also comply with Microsoft’s trademark guidelines with respect to the proper use of Microsoft trademarks associated with the Licensed Software.

(d) You are not obligated to use the Logo; provided, however, in the event that you choose to use the Logo, any use of the Logo shall be pursuant to the terms and conditions of the Microsoft Internet Explorer Logo License Agreement located at <http://www.microsoft.com/ieak/logo>

3. OWNERSHIP. Under no circumstances will anything in this Section (C) be construed as granting, by implication, estoppel, or otherwise, a license to any Microsoft technology other than the Licensed Software. All rights not expressly granted herein are reserved by Microsoft.

4. ACCEPTANCE AND DISCLAIMER OF WARRANTY. The Licensed Software is deemed accepted by you. Neither the you nor any of your employees shall have any right to make any representation, warranty, or promise on behalf of Microsoft. **THE LICENSED SOFTWARE AND THE IEAK ARE PROVIDED TO YOU AS IS WITHOUT WARRANTY OF ANY KIND. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE LICENSED SOFTWARE AND THE IEAK ARE ASSUMED BY YOU.**

5. TERM OF LICENSE. The rights granted under this Section (C) shall continue until terminated as provided in subsection 6.

6. DEFAULT AND TERMINATION. Microsoft may terminate the rights granted pursuant to this Section (C) for any reason upon sixty (60) days prior written notice. Microsoft may suspend performance and/or terminate such rights immediately upon written notice at any time if the you are in material breach of any material warranty, term, condition or covenant hereof, and fails to cure that breach within sixty (60) days after written notice thereof. Upon termination for any reason, your right to further reproduce and

distribute the Licensed Software under subsection 2 shall immediately terminate, provided, however, if Microsoft terminates such rights without cause pursuant to subsection 5 or the first sentence of this subsection 6, the full license grant in subsection 2(b) shall survive for a period of time not to exceed one hundred eighty (180) days from the date of notice of termination. After such time, you may continue to use copies of the Licensed Software already deployed, but shall destroy the IEAK. If such rights are terminated for cause pursuant to the second sentence of this subsection 6, your license rights shall immediately terminate and you shall return to Microsoft or destroy all full or partial copies of the Licensed Software and the IEAK in your possession or under its control within ten (10) days following the termination date, including any in-house copies you may have produced. Subsections 1, 3, 4 and 6 shall survive termination.

7. SUPPORT. You shall be responsible for providing end-user support for your users of the Licensed Software.

D. For Microsoft Windows NT Workstation, the following additional section is also applicable

The Software may not be used by more than two (2) processors at any one time on the single computer on which it is running. You may install the Software on a single computer ("Workstation Computer") for use as interactive workstation software, but not as server software. However, you may permit a maximum of ten (10) computers to connect to the Workstation Computer to access and use services of the Software, such as file and print services and peer web services. The ten connection maximum includes any indirect connections made through software or hardware which pools or aggregates connections.

E. For Microsoft Windows 2000 Professional and Encryption Pack, the following section is applicable

The Software includes computer software and may include associated media, printed materials, and "online" or electronic documentation ("Product").

1. GRANT OF LICENSE. For each License acquired, you have the following rights:

- **Installation and use.** You may install, use, access, display and run one copy of the Product on a single computer, such as a workstation, terminal or other device ("Workstation Computer"). The Product may not be used by more than two (2) processors at any one time on any single Workstation Computer. You may permit a maximum of ten (10) computers or other electronic devices (each a "Device") to connect to the Workstation Computer to utilize the services of the Product solely for file and print services, internet information services, and remote access (including connection sharing and telephony services). The ten connection maximum includes any indirect connections made through "multiplexing" or other software or hardware which pools or aggregates connections. You may not use the Product to permit any Device to use, access, display or run other executable software residing on the Workstation Computer, nor may you permit any Device to display the Product's user interface, unless the Device has a separate License for the Product.

- **Storage/Network Use.** You may also store or install a copy of the Product on a storage device, such as a network server, used only to install or run the Product on your other Workstation Computers over an internal network; however, you must acquire and dedicate an additional License for each separate Workstation Computer on or from which the Product is installed, used, accessed, displayed or run. *A License for the Product may not be shared or used concurrently on different Workstation Computers.*

IV. Server Products -- For products which are classified in the Product List as belonging to the Server Products Pool the following applies:

A. For server products not otherwise identified below, the following sections are applicable

1. GRANT OF LICENSE. Microsoft grants to you the following rights:

(a) Types of Software. This Microsoft product contains some or all of the following types of software: "Server Software" that provides services or functionality on a computer acting as a server (and, the computer running the Server Software shall be referred to as the "Server"); and "Client Software" that allows a computer, workstation, terminal, handheld PC, pager, telephone, "smart phone," or other electronic device (each of the foregoing, a "Device") to access or utilize the services or functionality provided by the Server Software. Several copies of the Server Software and the Connector Software (applicable to Microsoft Exchange Server only), each of which is compatible with a different microprocessor architecture

(such as the x86 architecture or various RISC architectures), may be provided. Note: An amendment or addendum to this Section (A) may accompany certain components of the Software. Additional software components may have been distributed to you along with the Software. To the extent that a separate End-User License Agreement (“EULA”) is provided with any such additional software component, except as specifically referenced below, use thereof shall be governed by such EULA.

(b) Installation--Server Software. At any given time, for each License acquired, you may install one copy of the Server Software for only one of those architectures on a single computer. **Client Software.** You may install the Client Software on any Device.

(c) Use of the Server Software. For each License acquired, you may use one copy of the Server Software on one Server. You must acquire a separate Client Access License for each unique 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 in subsection 2 below. This is known as using the Server Software in “Per Seat Mode.” However, you may elect to use the Server Software for Microsoft SQL Server, Windows NT Server (except as specified below), Site Server, Site Server Commerce Edition or SNA Server (but not Microsoft Exchange Server, Windows NT Server, Terminal Server Edition, Systems Management Server, or BackOffice Server) in “Per Server Mode” as defined below. If you choose Per Seat Mode, your choice is permanent. You also need a Windows NT Workstation license to access or utilize certain services or functionality of Windows NT Server as described below.

(d) Alternate Terms if You Elect to use the Server Software in Per Server Mode. In Per Server Mode, the maximum number of Devices that may access or otherwise utilize the services or functionality 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 that Server. 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 Server’s maximum licensed capacity. You also have the right to change its use of the Server Software to Per Seat Mode, but then this choice is permanent. You should consult the terms of its Client Access Licenses to determine its rights with respect to such Client Access Licenses in connection with such change.

(e) Use of the Client Software. You may use the Client Software provided that you acquire Client Access Licenses as required in Paragraphs 1(c) and 1(d) above, and subject to any limitations set forth in Paragraph 2.

(f) No "Multiplexing" or "Pooling". Use of software or hardware that reduces the number of Devices directly accessing or utilizing the Server Software (sometimes called “multiplexing” or “pooling” software or hardware) does not reduce the number of Client Access Licenses required; the required number of Client Access Licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware “front end.”

(g) Installation on a Single Server. The Software is licensed as a single product. The Server Software components may not be separated for use on more than one Server, unless otherwise provided in this Section (A). By way of example, and not limitation, the foregoing restriction applies to the Microsoft BackOffice Server product suite.

(h) Additional Software. Any software provided to you by Microsoft which updates or supplements the original Software is part of the Software and is governed by this Section (A), unless other terms of use are provided with such updates or supplements. Any software provided to you along with the Software that is associated with a separate end-user license agreement is licensed to you under the terms of that license agreement, except if this Section (A) specifically sets forth the terms of use for such software then the terms set forth in this Section (A) shall apply.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

(a) For all Software. Performance or Benchmark Testing. You may not disclose the results of any benchmark test of either the Server Software or Client Software for Microsoft SQL Server, Microsoft Exchange Server, or Microsoft Proxy Server to any third party without Microsoft’s prior written approval. **Version Limitation.** The Server Software contains a certain version number (such as version “3.5”). For

each License acquired, you are permitted to install one copy of the Server Software with the same (or a lower) version number as the Server Software version number identified on your License Confirmation on a single computer. If the Software is the Microsoft BackOffice Server product suite, you may install one copy of a lower version of a Server Software component that is contained in such product suite.

(b) For Microsoft Windows NT Server (all editions)--Processor Limitation. The Server Software may be used by no more than four (4) processors of the Server at any one time (support for a greater number of processors is available from authorized computer hardware vendors). **Client Access.** You need a Client Access License for Windows NT Server in order to access or otherwise utilize any of the following Windows NT Server basic network/application services, components, or functionality: File Services (accessing or managing files, or accessing or managing disk storage), Printing Services (printing to a printer 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 Client Access License for Windows NT Server to access or otherwise utilize any other Windows NT Server services or functionality. **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.

For Windows NT Server terminal server services and Windows NT Server, Terminal Server Edition. In addition to the Client Access License for Windows NT Server, you must also acquire either a Terminal Services Client Access License ("TS CAL") or a Windows NT Workstation license for each Device using "Terminal Server Services" which is defined as (a) third party software that utilizes Windows NT Server to display or use other software programs on a Device ("Third Party Terminal Software"), and/or (b) the services of Windows NT Server, Terminal Server Edition which display or use other software programs on a Device. Any Device running a validly licensed copy of Windows NT Workstation has the right to use Terminal Server Services. The TS CAL or Windows NT Workstation license must have the same version number as or a higher version number than the corresponding version number of Windows NT Server or Windows NT Server, Terminal Server Edition being used. "Multiplexing" or "pooling" software or hardware does not reduce the number of TS CALs or Windows NT Workstation licenses required; the required number of TS CALs or Windows NT Workstation licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware "front end." When using Windows NT Server in conjunction with Third Party Terminal Software, Windows NT Server may not be used in Per Server Mode. **You also may need additional licenses in order to use other software products that are installed on the Server and are utilizing Terminal Server Services -- please consult the license agreement accompanying any such software.**

(c) For Microsoft Windows NT Server, Enterprise Edition—Processor Limitation. The Server Software may be used by no more than eight (8) processors of the Server at any one time (support for a greater number of processors is available from authorized computer hardware vendors). **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. However, you may not use such restricted SQL Server feature for any other purpose.

(d) For Microsoft SQL Server, Enterprise Edition and Microsoft Exchange Server, Enterprise Edition—Note Regarding Use in a Clustered Environment. If you are using the Server Software in a clustered environment and the Server on which the Server Software is installed fails over to one other computer in the cluster ("Fail-Over Computer"), you may use the Server Software on such Fail-Over Computer provided that you: (i) have acquired a separate licensed copy of the Server Software for such Fail-Over Computer, and (ii) use the Server Software on the Fail-Over Computer only for so long as the Server on which the Server Software is installed has failed over to such Fail-Over Computer. At any point

in time, however, the Server Software may be used only on one computer.

(e) For Microsoft SQL Server (all editions)—Client Access. You do not need a Client Access License in order for a Microsoft SQL Server or Microsoft SQL Server, Enterprise Edition to solely interact with another Microsoft SQL Server or Microsoft SQL Server, Enterprise Edition. **Note Regarding Interaction between Microsoft SQL Server and Microsoft Data Engine (“MSDE”).** If you use MSDE to access or use the services of Microsoft SQL Server (for example, replication, data transformation or heterogeneous query services), you must use Microsoft SQL Server in Per Seat Mode (that is, each unique Device accessing SQL Server must have a Client Access License dedicated to it). **Note Regarding Use of SQL Server Desktop.** You may only install and use the SQL Server Desktop component of Microsoft SQL Server on each Device to which a valid Client Access License for the Server Software has been dedicated. If you use SQL Server Desktop to access or use the services of any version of Microsoft SQL Server (for example, replication, data transformation or heterogeneous query services), you must use such Microsoft SQL Server in Per Seat Mode. **Note Regarding Use of SQL Server Tools.** You may only use the Management Tools, Books-Online, and Development Tools components of Microsoft SQL Server (collectively “Tools”) on each Device for which you have a valid Client Access License for the Server Software. **Note Regarding the Use of Redistributable Components.** You may reproduce and distribute the files listed in the REDIST.TXT file (collectively referred to as “Redistributable Components”) provided that you comply with the Distribution Terms listed in such REDIST.TXT file.

(f) For Microsoft Exchange Server (all editions)—Connector Software. If applicable, at any given time, for each License acquired, you may install and use on one Server only one copy of the Connector Software for one of the provided architectures. If you choose to make the Connector Software a usable feature, you must also acquire a separate license or licenses (whether as part of the license for Microsoft Exchange Server or as a separate license for the Connector Software) to install and use the Connector Software on every other Microsoft Exchange Server in the same “Microsoft Exchange Organization.” A “Microsoft Exchange Organization” is the group of all Microsoft Exchange Servers with the same organization name specified during the Microsoft Exchange Server installation process for the express purpose of connecting the servers. **Client Software.** Microsoft Outlook is part of the Microsoft Client Software for Microsoft Exchange Server. You may only install and use Microsoft Outlook on each Device to which a valid Client Access License for any version of Microsoft Exchange Server has been dedicated. **Client Access.** Each Client Access License for Microsoft Exchange Server may also be used for any other Device that you use less than twenty percent (20%) of your total connection time. The term “total connection time” means the total amount of time that you use Microsoft Client Software (other than the Client Software component of the chat service) to access and otherwise use Microsoft Exchange Server from a Device. You do not need a Client Access License for Microsoft Exchange Server for anonymous access to Microsoft Exchange Server services. Anonymous access occurs when a Device accesses information held in a Microsoft Exchange Server without having a mailbox or custom recipient object which identifies it, and consequently, is not validated by a Windows NT Server domain ID. **Note regarding the Use of the Sample Applications.** Microsoft grants you the non-exclusive right to use and modify the source code version of the files designated as Sample Applications (“Sample Applications”) and to reproduce and distribute the object code versions of such modifications in conjunction with your application that utilizes the services of Microsoft Exchange Server (“Application”). You are granted the foregoing distribution rights provided that you comply with the Distribution Requirements listed below. **Note on Outlook Web Access Software.** You may customize, reproduce and distribute the Outlook Web Access software (“OWA Software”) provided that (a) if you distribute the OWA Software you comply with subsections (ii) – (v) in Paragraph g below (substituting “OWA Software” in place of “Application” and “Redistributables”); and (b) if you use the OWA Software internally and customize it or incorporate it into any other software, you comply with subsection (v) in Paragraph g below (similarly revised). **Note on Source Extractor, Administrator and Microsoft Mail Connector.** You may install and use the Source Extractor, Administrator and Microsoft Mail Connector components on additional computers. Microsoft also grants you the right to modify the source code version of the Source Extractor. The Source Extractor may only be used to migrate data to Microsoft Exchange Server.

(g) Distribution Requirements for Microsoft Exchange Server Sample Applications. If you distribute object code versions of the Sample Applications (collectively “Redistributables”) as provided above, you

agree to: (i) distribute the Redistributables only in conjunction with and as a part of your Application; (ii) not use Microsoft's name, logo, or trademarks to market your Application; (iii) include a valid copyright notice in your Application; (iv) include an end-user license agreement with your Application that grants a limited license to use the Redistributables and otherwise protects Microsoft's and its suppliers' intellectual property rights in the Redistributables; and (v) 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 or distribution of your Application. You shall display any patent or proprietary rights notices on each copy of your Application(s) that contains executables, if and as required in the documentation or other materials provided with the Sample Applications, or subsequently provided to you by Microsoft.

(h) For Microsoft Proxy Server—Client Access. You do not need a Client Access License to access or otherwise utilize the services or functionality of Microsoft Proxy Server.

(i) For Microsoft SNA Server--Client Access. You do not need a Client Access License for Microsoft SNA Server in order to access or utilize the following SNA Server services solely as server-based processes: AFTP Client and Server, FTP-AFTP Gateway Service, VSAM File Transfer Utility, Shared Folders Gateway Service, Host Print Service, OLE DB Provider for VSAM and AS/400, OLE DB Provider for DB2, ODBC Driver for DB2, COM Transaction Integrator for CICS and IMS, Host Security Integration Services, MSMQ-MQ Series Bridge, and NetView Integration Services. **Client Software.** If you are using the Client Software to access a product other than the Software, you may only install and use the Client Software on each Device to which a valid Client Access License for the Server Software has been dedicated. The SNA Server 3270 and 5250 terminal emulation applets ("Applets") of the Client Software may be used by only one user per licensed copy of the Server Software. Licenses for additional users must be acquired separately. In addition to the rights granted above, Microsoft grants you the right to use copies of the Applets on any Device for which you have acquired a valid Client Access License for Microsoft SNA Server 4.0 or Microsoft BackOffice Server 4.0. Additionally, the Applets may only be used to access or otherwise utilize the services of Microsoft SNA Server. **Note Regarding 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. **Additional Rights for Development.** You may also install and use copies of the OLE DB Provider for VSAM and AS/400, OLE DB Provider for DB2, ODBC Driver for DB2 and/or the COM Transaction Integrator for CICS and IMS and/or the Software Development Kit, if included, on one or more computers located at your premises solely for the purpose of developing applications that work in conjunction with Microsoft SNA Server ("Applications"). You may 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 Applications. You may also reproduce and distribute the Sample Code, along with any modifications you make thereto, provided that you comply with the Distribution Terms described in the REDIST.TXT file. For purposes of this section, "modifications" shall mean enhancements to the functionality of the Sample Code. Portions of SNA Server are also designated as "Redistributable Code". The text file named REDIST.TXT contains a list of such files, as well as the distribution rights associated with the Redistributable Code.

(j) For Microsoft Systems Management Server—Client Access. You do not need a Client Access License in order to solely execute Systems Management Server-to-Systems Management Server communications which are solely managing a third Device. You also do not need to acquire a Client Access License 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. **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, provided that you: (i) reproduce and use the Redistributable Components 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 Redistributable Components; and (iii) 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 your Setup Program or any software installed by your Setup Program. You do not have any other right to install or use SMS Installer. **Note Regarding Metering Services and Client Access Points Features.** 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. **Note Regarding 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.

(k) For Microsoft Site Server (all editions). For each License acquired, you may use one copy of the Server Software to support a single "domain" on a single Server. For the purposes of this Section (A), "domain" shall mean the description of a computer's location on the Internet. An Internet domain is comprised of a second-level domain name (e.g., microsoft) and a top-level domain name (e.g., com). For example, <http://www.microsoft.com/> and <http://www.microsoft.com/products/> are part of a single domain, while <http://www.microsoft.com/> and <http://www.msn.com/> are not. The single domain restriction shall not apply to intranet usage of the Server Software within and for a single organization. **Content Deployment Software.** You may install and use one copy of Content Deployment software included in the Server Software on a single computer for staging and on a second computer for production, provided that at least one of such computers is running a licensed copy of the Server Software. **Client Access.** You do not need a Client Access License in order to solely execute Site Server-to-Site Server communications. **Per Server Mode.** When a Device "visits" a Server, it is deemed to be accessing, utilizing and/or simultaneously connecting to the Server Software. For purposes of the previous sentence, a "visit" means a series of one or more requests from a Device to a Server. A visit ends when such Device does not make any additional requests of the Server Software for a period of time that exceeds the default setting for a visit, as described in the Site Server documentation. A "request" means a hit that successfully retrieves content. **Commercial Use.** Site Server is licensed for your use and you may not use Site Server to provide Commercial Services to third parties. Each of the following is a "Commercial Service": (a) a product or service that uses one or more services of Site Server and alleviates any third party from the obligation to obtain a separate license to Site Server for his, her or itself; and (b) a product or service that uses Site Server as part of an Internet access and/or carriage service for any third party. Examples of Commercial Services include, but are not limited to, the following: (a) hosting of Internet, Extranet or Intranet sites on behalf of any third party, whether or not the sites are registered as separate domains; (b) hosting of applications that use the services of Site Server on behalf of any third party, or (c) hosting of commerce or other services of Site Server on behalf of any third party. **Software Development Kits ("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 Microsoft Site Server ("Applications"). You may modify the Sample Code 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. For the purposes of this section, "Sample Code" shall mean the sample source, HTML and Active Server Page (ASP) code located in Site Server's "SDK" and "samples" directories. You may also reproduce and distribute the Sample Code, along with any modifications you make thereto, provided that you comply with the Distribution Requirements described in the REDIST.TXT file. For purposes of this section, "modifications" shall mean enhancements to the functionality of the Sample Code.

(l) For Microsoft BackOffice Server—Note Regarding Use of Administrator Tools. You may install and use the administrator tools on any Device within your organization. **Note Regarding Use of Redistributable Components.** You may modify, reproduce and/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.

(m) Modification And Distribution Terms. Microsoft grants you the non-exclusive right to use and modify the source code for the Redistributable Components for the sole purposes of designing, developing and testing an application that works in conjunction with Microsoft BackOffice Server or any Microsoft

server product that is a component thereof (“Application”). You may also reproduce and/or distribute the Redistributable Components, along with any modifications you make thereto, provided that you comply with the additional terms set forth below.

Microsoft grants you the non-exclusive, royalty-free right to reproduce and/or distribute the Redistributable Components provided that: (a) you reproduce and/or distribute the Redistributable Components in object code only in conjunction with and as part of your Application; (b) your Application adds significant and primary functionality to the Redistributable Components; (c) the Redistributable Components only operate in conjunction with Microsoft BackOffice Server or any other Microsoft server products that is a component thereof; (d) you do not permit further redistribution of the Redistributable Components by your end-user customers; (e) you do not use Microsoft’s name, logo or trademarks to market your Application; (f) you include a valid copyright notice on your Application; and (g) you indemnify, hold harmless and defend Microsoft from and against any claims or lawsuits, including attorneys’ fees, that arise or result from the use or distribution of your Application.

Contact Microsoft for the applicable royalties due and other licensing terms for all other uses and/or distribution of the Redistributable Components.

3. UPGRADES. Upgrades of a Component of the Microsoft BackOffice Server Product Suite. If the Software is an Enterprise Edition or a Commerce Edition which upgrades a component of Microsoft BackOffice Server product suite then, effective upon your installation of the Software, the Software replaces the component being upgraded and you may use the Software as a stand-alone product in accordance with the terms of this Section (A). The remaining components of Microsoft BackOffice Server product suite may be used only in accordance with the terms of the Microsoft End-User License Agreement that accompanied the original product suite. **Upgrades of Microsoft BackOffice Small Business Server.** If you have acquired the Software as an upgrade from Microsoft BackOffice Small Business Server (“Small Business Server”), the Software replaces the component(s) of Small Business Server being upgraded, and you may use the Software only in accordance with the terms of this Section (A); provided that the component(s) being upgraded are deemed removed from the Small Business Server and you may no longer use any such components; and provided further that the Small Business Server, as it exists subsequent to the upgrade, may be used only in accordance with the terms of the Microsoft End-User License Agreement that accompanied the original Small Business Server (“SBS EULA”), except as provided below with respect to its fax and modem pooling server software components (“Fax and Modem Software”). If the Software you acquired as an upgrade of Small Business Server is Microsoft BackOffice Server product suite, then each Server Software component of the Software will be deemed to have “upgraded” the applicable component of Small Business Server as set forth above only upon your installation of such Server Software component of the Software. If the Software you acquired as an upgrade from Small Business Server is either (a) Microsoft Windows NT Server or (b) BackOffice Server product suite (and the Windows NT Server component of Small Business Server is deemed upgraded as described above), then the Fax and Modem Software is no longer subject to the connection limitation in the SBS EULA and you do not need to acquire a Client Access License for Small Business Server for each Device that accesses or utilizes the Fax and Modem Software.

B. For Microsoft SQL Server Internet Connector, the following section is applicable

Introduction. As used in this Section (B), “Microsoft SQL Server” shall mean either Microsoft SQL Server or Microsoft SQL Server, Enterprise Edition, as applicable. An “Internet User” is any person currently connected to the Internet, other than a person: (i) employed by you (as an employee, independent contractor, 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, or a consulting firm hired by you). Other capitalized terms used in this Section (B) shall have the same meaning as set forth in the end user license agreement provided with Microsoft SQL Server (e.g., as otherwise provided in these Product Use Rights) (the “SQL Server EULA”). Your use of Microsoft SQL Server is governed by this Section (B) and the SQL Server EULA.

Access to Services of the Server. Microsoft grants you the right to permit an unlimited number of Devices to access and otherwise utilize the services of a single Server running Microsoft SQL Server, without the need to acquire Microsoft SQL Server Client Access Licenses, only when the following conditions are met:

1) such Devices are used by Internet Users; and 2) such Server contains only one (1) processor. If such Server contains more than one processor, you are granted the right set forth above only if you acquire a valid Microsoft SQL Server Internet Connector for each processor in such Server. You must obtain Client Access Licenses, in accordance with the terms set forth in the SQL Server EULA, for Devices that access or otherwise utilize Microsoft SQL Server when deployed as part of an Intranet or as part of an Extranet.

This Section (B) is applicable to either the version of Microsoft SQL Server identified on your License Confirmation, a version of Microsoft SQL Server with the same digits to the left and immediately to the right of the version number's decimal point as the digits in the version number identified on such License Confirmation, or a version of Microsoft SQL Server with a lower version number than the version number identified on your License Confirmation. This Section (B) is not applicable to a version of Microsoft SQL Server with a higher version number than the version identified on such License Confirmation. For example, if the version number identified on the License Confirmation is "6.5", this Section (B) is applicable to Microsoft SQL Server version 6.51 or 6.0. The foregoing right is granted only to you, and you may not exercise this right on behalf of or for the benefit of any third party.

C. For Microsoft Site Server and Site Server Commerce Edition Internet Connector, the following section is applicable

For each license acquired, Microsoft grants you the right to permit an unlimited number of Devices to access and otherwise utilize the services of a single Server running Microsoft Site Server, without the need to acquire Microsoft Site Server Client Access Licenses only when such Devices are deployed for use by users accessing or utilizing the Server via the Internet or as part of an Extranet; and as long as such access or use via the Internet or an Extranet is not effectively substituting for access to an Intranet. You must obtain client access licenses, in accordance with the terms set forth in the end user license agreement provided with Microsoft Site Server (e.g., as otherwise provided in these Product Use Rights) (the "Site Server EULA"), for Devices that access or otherwise utilize Microsoft Site Server when deployed as part of an Intranet or when accessed or used via the Internet or an Extranet as a substitute for an Intranet. As used in this Section (C), "Microsoft Site Server" shall mean either Microsoft Site Server or Microsoft Site Server Commerce Edition, as applicable. Your use of Microsoft Site Server is governed by this Section (C) and the Site Server EULA. Defined terms in this Section (C) shall have the same meaning as set forth in the Site Server EULA.

This Section (C) is applicable to either the version of Microsoft Site Server identified on your License Confirmation, a version of Microsoft Site Server with the same digits to the left and immediately to the right of the version number's decimal point as the digits in the version number identified on such License Confirmation, or a version of Microsoft Site Server with a lower version number than the version number identified on such License Confirmation. This Section (C) is not applicable to a version of Microsoft Site Server with a higher version number than the version identified on your License Confirmation. For example, if the version number identified on the License Confirmation is "2.5", this Section (C) is applicable to Microsoft Site Server version 2.51 or 2.0. The foregoing right is personal to you, and you may not exercise this right on behalf of or for the benefit of any third party.

D. For Microsoft Windows NT Server 4.0, Terminal Server Edition Internet Connector, the following additional section is applicable

Introduction. Your use of Microsoft Windows NT Server 4.0, Terminal Server Edition is governed by this Section (D) and the end user license agreement provided with Microsoft Windows NT Server, Terminal Server Edition (e.g., as otherwise provide in these Product Use Rights) (the "Terminal Server EULA"). Capitalized terms used but not defined in this Section (D) shall have the same meaning as set forth in the Terminal Server EULA. This Section (D) is applicable only to the version of Terminal Server identified on your License Confirmation. From time to time, Microsoft may, in its sole discretion, permit you to access Terminal Server Services of Terminal Server with a higher version number than the version number listed on a given License Confirmation. You should contact Microsoft or its local reseller for details. The foregoing right is granted only to you, and you may not exercise this right on behalf of or for the benefit of any third party.

Access to Terminal Server Services of the Terminal Server Product. You may permit Devices to access and otherwise utilize the Terminal Server Services of a single Server running Terminal Server, without the

need to acquire Terminal Server Client Access Licenses, Microsoft Windows NT Server Client Access Licenses or Microsoft Windows NT Workstation Licenses, provided the following conditions are met: 1) all Devices connecting to the Server are used only by Internet Users (as defined below); 2) a maximum of 200 Devices are connected to the Server and using Terminal Server Services at any one time; and 3) no Commercial Services (as defined below) are provided to third parties.

Additional Definitions. An “Internet User” is any person connected to the Internet, other than a person: (a) employed by you (as an employee, independent contractor, or in any other capacity); or (b) otherwise providing goods or services to you (for example, one of your suppliers). Each of the following is a “Commercial Service”: (a) a product or service that uses Terminal Server Services and alleviates any third party from the obligation to obtain separate licenses for Terminal Server; and (b) a product or service that uses Terminal Server Services as part of an Internet access and/or carriage service for any third party. Examples of Commercial Services include, but are not limited to, the following: (i) hosting of Internet, Extranet or Intranet sites on behalf of any third party, whether or not the sites are registered as separate domains; or (ii) hosting of applications that use Terminal Server Services on behalf of any third party.

E. For Microsoft Windows NT Load Balancing Service, the following additional section is applicable

This operating system component, including any “online” or electronic documentation (“OS Component”) is subject to the terms and conditions of the agreement under which you have licensed Microsoft Windows NT Server, Enterprise Edition 4.0 (an “End User License Agreement” or “EULA”) and the terms and conditions of this Section (E).

NOTE: IF YOU ARE NOT LICENSED TO USE MICROSOFT WINDOWS NT SERVER, ENTERPRISE EDITION 4.0, YOU ARE NOT AUTHORIZED TO INSTALL, COPY OR OTHERWISE USE THE OS COMPONENT AND YOU HAVE NO RIGHTS UNDER THIS SECTION (E).

Capitalized terms used in this Section (E) and not otherwise defined herein shall have the meanings assigned to them in the EULA.

General. The OS Component is provided to you by Microsoft to update, supplement, or replace existing functionality of Windows NT Server, Enterprise Edition 4.0. You may use the OS Component under the terms and conditions of the EULA and the terms and conditions set forth in this Section (E), provided that you comply with all such terms and conditions. To the extent that any terms in this Section (E) conflict with terms in the EULA, the terms of this Section (E) control solely with respect to the OS Component.

Additional Rights and Limitations.

* 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. For each validly licensed copy of Windows NT Server, Enterprise Edition 4.0, you also may reproduce one additional copy of the OS Component solely for archival purposes or reinstallation of the OS Component on the same computers as the OS Component was previously installed. Microsoft retains all right, title and interest in and to the OS Component. All rights not expressly granted are reserved by Microsoft.

F. For Microsoft Windows 2000 Server and Windows 2000 Advanced Server and Encryption Pack, the following section is applicable

The Software includes computer software and may include associated media, printed materials, and “online” or electronic documentation (“Product”).

The Product may contain the following software:

- “Server Software” provides services or functionality on your server (your computers capable of running the Server Software are “Servers”);
- “Client Software” allows an electronic device (“Device”) to access or utilize the Server Software.

1. GRANT OF LICENSE. For each License you have acquired, you have the following rights:

a. Installation--Server Software. 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. **Client Software.** You may install the Client Software on any Devices.

b. 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 any one time.

c. Windows 2000 Server Client Access License ("CAL") Requirements. 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. **Terminal Services.** In addition to a CAL, you must acquire a Terminal Services Client Access License ("TS CAL") for each Device that uses "Terminal Services." You do not need to acquire a TS CAL to utilize Terminal Services for Devices running a licensed copy of Windows 2000 Professional. CALs and TS CALs that you acquire may be used only in conjunction with your Server Software.
Definitions.

- **"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.
- **"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.
- **"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.

Version Matching. Any CAL or TS CAL must have the same or later version number than the corresponding version number of the Server Software being used.

Administration. You do not need a CAL or TS CAL for administration of the Server Software (including remote administration), for up to two connections to the Server.

d. Deploying CALs. You may deploy Windows 2000 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 subsection 1.c. above. If you choose Per Seat, your choice is permanent.

In "Per Server," the maximum number of Devices which may access or utilize the Server Software at a given point in time equals the number of CALs that you acquire and designate for use exclusively with that Server. You have the one-time right to change your use of the Server Software to Per Seat, and if you do so, you may apply any CALs you acquired for use in Per Server to an equal number of Devices for use in Per Seat. When using Terminal Services, the Product may not be used in Per Server.

e. Other Licenses. Your use of software applications installed on the Server, or accessed through the Server Software's IntelliMirror, Terminal Services, or application-sharing functionality may require additional licenses – **You should consult the license agreement accompanying such software.**

2. UPGRADES. Product upgrades for a component of Microsoft BackOffice Server or Microsoft BackOffice Small Business Server. When you install the Product, the Product replaces the component being upgraded, and you may use the Product in accordance with the terms of this Section (F). The remaining components of BackOffice Server or Small Business Server may only be used in accordance with the terms of the Microsoft end user license agreement (e.g. as otherwise provided in these Product Use Rights) 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 the terms of this Section (F). After an upgrade of Small Business Server, the Fax and Modem Software is no longer subject to the connection limitation in the Small Business Server end user license agreement.

3. ADDITIONAL SOFTWARE. This Section (F) applies to updates or supplements to the original Product provided by Microsoft, unless Microsoft provides other terms along with the update or supplement.

4. **“MULTIPLEXING.”** Hardware or software that reduces the number of Devices directly accessing or using the Server Software *does not* reduce the number of CALs or TS CALs you need. The number you need is based on the number of distinct inputs to the hardware or software “front end.”

G. For Internet Connector License for Microsoft Windows 2000 Server and Microsoft Windows 2000 Advanced Server, the following section is applicable

Introduction. As used in this Section (G), the “Server Product” shall refer to Microsoft Windows 2000 Server or Microsoft Windows 2000 Advanced Server licensed by you. Your use of the Server Product is governed by this Section (G) and the End User License Agreement (“EULA”) provided with such Server Product. Capitalized terms used in this Section (G) shall have the same meaning as set forth in the EULA except as otherwise provided. This Section (G) is applicable only to the version of the Server Product identified on your License Confirmation. Except as expressly set forth in this Section (J), all terms and conditions of the EULA shall apply.

Access to the Server Product. For each Internet Connector License for Microsoft Windows 2000 Server and Microsoft Windows 2000 Advanced Server acquired, Microsoft grants you the right to permit an unlimited number of Devices that are used by Authenticated Users or that use Windows 2000 Server Services to access a single copy of the Server Product, without the need to acquire Windows 2000 Server Client Access Licenses for each Device, provided such Devices are used only by Internet Users.

An “Internet User” is 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).

H. For Terminal Services Internet Connector License for Microsoft Windows 2000 Server and Microsoft Windows 2000 Advanced Server the following section is applicable

Introduction. As used in this Section (H), the “Server Product” shall refer to Microsoft Windows 2000 Server or Microsoft Windows 2000 Advanced Server licensed by you. Your use of the Server Product is governed by this Section (H) and the End User License Agreement (“EULA”) provided with such Server Product. Capitalized terms used in this Section (H) shall have the same meaning as set forth in the EULA except as otherwise provided. This Section (H) is applicable only to the version of the Server Product identified on your License Confirmation. Except as expressly set forth in this Section (H), all terms and conditions of the EULA shall apply.

Access to Terminal Services of the Server Product. Microsoft grants you the right to permit an unlimited number of Devices to access the Terminal Services of a single copy of the Server Product, without the need to acquire Terminal Server Client Access Licenses, Microsoft Windows 2000 Server Client Access Licenses or Microsoft Windows 2000 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 Server Product and using Terminal Services at any one time.

An “Internet User” is 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).

I. For client access products not otherwise identified below, the following section is applicable

1. GRANT OF LICENSE.

(a) Overview. This Section (I) describes your rights to access or otherwise utilize the services or functionality of the Microsoft Server Software identified on your License Confirmation (the “Server Software”), whether it is used in either “Per Seat Mode” or “Per Server Mode” [each as defined in the Server License for Microsoft Server Products (the “Server License”)], provided that you comply with all terms and conditions of this Section (I). You are not granted any right pursuant to this Section (I) to access or utilize the services or functionality of Server Software which is not licensed by you. The services or functionality of the Server Software are considered to be accessed or utilized when there is a direct or

indirect connection between a computer, workstation, terminal, handheld PC, pager, telephone, “smart phone”, or other electronic device (each of the foregoing a “Device”) and the Server Software running on a computer (the computer running the Server Software shall be referred to as the “Server”).

(b) Use of the Client Access License in conjunction with Server Software Used in Per Seat Mode.

When you use a given Client Access License in conjunction with Server Software that is used in the Per Seat Mode, such Client Access License must be dedicated to one unique Device, and it permits that Device to access or otherwise utilize the services and functionality of the Server Software, whether licensed separately or as a component of Microsoft BackOffice Server product suite. This is referred to as using the Client Access License in Per Seat Mode. Devices associated with a Client Access License used in Per Seat Mode may also access Server Software running in the Per Server Mode, provided the additional access is within that Server’s maximum licensed capacity, as described in Paragraph (c) below. If you elect to use a given Client Access License in Per Seat Mode, such use is permanent, and you may not subsequently convert such Client Access License for use in Per Server Mode.

(c) Alternate Terms if You Elect to Use the Client Access Licenses in conjunction with Server Software Used in Per Server Mode.

The Server Software for Microsoft SQL Server, Windows NT Server (except if used in conjunction with Third Party Terminal Software as specified in the Server License), Site Server, Site Server Commerce Edition or SNA Server (but not Microsoft Exchange Server, Windows NT Server, Terminal Server Edition, Systems Management Server or BackOffice Server) may be used in Per Server Mode. If you elect to use a given Client Access License in conjunction with Server Software used in Per Server Mode, you must designate it for use exclusively with a particular Server. This is referred to as using the Client Access License in Per Server Mode. If Client Access Licenses are used in Per Server Mode, the maximum number of Devices that may, at any given point in time, access or otherwise utilize the services or functionality of the Server Software running on a particular Server is equal to the number of Client Access Licenses that you have acquired and designated for use exclusively with that Server. If you elect to change its use of the Server Software from Per Server Mode to Per Seat Mode in accordance with the terms of the Server License, in connection with such change, you may convert any Client Access Licenses you acquired for use in Per Server Mode to an equal number of Client Access Licenses for use in Per Seat Mode.

(d) Use of the Client Access License in conjunction with the Enterprise Edition or Commerce Edition of the Server Software. You may also use a given Client Access License to access or otherwise use the services or functionality of the Enterprise Edition or Commerce Edition of the Server Software, provided that you comply with the terms and conditions set forth in this Section (I).

(e) No Right to Access or Utilize Microsoft BackOffice Small Business Server. You have no right pursuant to this Section (I) (even with respect to Client Access Licenses for Microsoft BackOffice Server product suite) to access or utilize the services or functionality of any Server Software when it is a component of Microsoft BackOffice Small Business Server.

(f) Client Access License for Microsoft BackOffice Server. Each Client Access License for Microsoft BackOffice Server also functions as a Client Access License used in the Per Seat Mode for each individual Server Software component of Microsoft BackOffice Server product suite; consequently such Client Access License may also be used to access an Enterprise, Commerce or Terminal Server Edition of such Server Software components (as set forth in Paragraphs d and i). By way of example, if Microsoft BackOffice Server version 4.0 includes Microsoft SQL Server version 6.5, then the Client Access License for Microsoft BackOffice Server version 4.0 entitles you to access or utilize the services or functionality of Microsoft SQL Server and Microsoft SQL Server Enterprise Edition version 6.5 or lower used in Per Seat Mode that you acquired separately.

(g) Client Access License for Microsoft Exchange Server. Each Client Access License for Microsoft Exchange Server may also be used for any other Device that you use less than twenty percent (20%) of the your total connection time. The term “total connection time” in the previous sentence means the total amount of time that you use Microsoft client software (other than the client software component of the Microsoft Exchange Server chat service) to access and otherwise use Microsoft Exchange Server from a Device.

(h) Client Access License for Microsoft Site Server. When a Device “visits” a Server running Microsoft Site Server or Site Server Commerce Edition in Per Server Mode, it is deemed to be accessing, utilizing and/or

simultaneously connecting to such Server Software. A “visit” means a series of one or more requests from a Device to a Server. A visit ends when such Device does not make any additional requests of the Server Software for a period of time that exceeds the default setting for a visit, as described in the Microsoft Site Server or Site Server Commerce Edition documentation, as applicable. A “request” means a hit that successfully retrieves content.

(i) **Client Access License for Microsoft Windows NT Server.** Each Client Access License 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 this Section (I).

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

Version Limitation. The Server Software contains a certain version number (such as version “3.5”). For each License acquired, you may access or otherwise utilize the services of: (a) any Server Software with the same digits to the left and immediately to the right of the version number’s decimal point as the digits in the Server Software version number identified on your License Confirmation, or (b) any Server Software with a lower version number than the version number of the Server Software identified on your License Confirmation. From time to time, Microsoft may, in its sole discretion, permit you to use a given Client Access License to access Server Software with a higher version number than the version number of the Server Software identified on any given License Confirmation. You should contact Microsoft or its local reseller for details.

No “Multiplexing” or “Pooling”. “Multiplexing” or “pooling” software or hardware does not reduce the number of Client Access Licenses required—the required number of Client Access Licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware “front end.”

Transfers. You may transfer a Client Access License used in the Per Seat Mode to another Device only on a permanent basis (that is, with no intent to transfer again) provided that the Device from which you have transferred the Client Access License no longer accesses or otherwise utilizes the services or functionality of the Server Software running on the Server. You may transfer a Client Access License used in Per Server Mode to another computer, and designate it for exclusive use with such other computer, only on a permanent basis (that is, with no intent to transfer again) provided that the Client Access License is no longer used to access or otherwise utilize the services or functionality of the Server Software running on the Server to which such Client Access License was initially designated.

3. UPGRADE.

If you are upgrading from Windows NT version 3.1, you are deemed to have twenty (20) users that qualify for upgrade Client Access Licenses and if you are upgrading from Windows NT Advanced Server version 3.1, you are deemed to have two hundred fifty (250) users that qualify for upgrade Client Access Licenses. **Upgrades of Client Access Licenses for Microsoft BackOffice Small Business Server.** If a given Client Access License is an “upgrade” of a Client Access License for Microsoft BackOffice Small Business Server (“SBS CAL”), you must have a valid Client Access License for the version of Microsoft BackOffice Small Business Server (“Small Business Server”) that is being upgraded for such Client Access License to be valid. After you have upgraded the server software component(s) of Small Business Server to the version of the Server Software listed on your License Confirmation, the valid SBS CAL **cannot** be used to access such server software component(s) of Small Business Server that you have upgraded. The total number of Client Access License “Upgrades” you may acquire may not exceed the total number of SBS CALs that you own prior to the upgrade for use in conjunction with the particular server software component(s) of Small Business Server being upgraded at the time you upgraded such server software component(s) to the Server Software identified on your License Confirmation.

J. For Microsoft Windows 2000 Server and Microsoft Windows 2000 Advanced Server Client Access License, the following section is applicable

1. GRANT OF LICENSE.

a. **Overview.** This Section (J) describes your rights to use a Device to access or otherwise utilize the services of Microsoft Windows 2000 Server or Windows 2000 Advanced Server (“Server Software”) residing on your Server, solely as described in the end user license agreement accompanying your Server Software (e.g. as

otherwise provided in these Product Use Rights) (the “Server EULA”). (Capitalized terms in this Section (J) have the same meaning as in the Server EULA unless otherwise noted.) This Section (I) does not entitle you to access any Server Software when it is a component of Microsoft BackOffice Small Business Server.

b. **Product Coverage.** For each License acquired, you may also access or otherwise use the services or functionality of Advanced Server or Datacenter Server products in the same product family as the Server Software, or the Enterprise Edition or Commerce Edition of the Server Software, if applicable, provided that you comply with the terms and conditions set forth in this Section (J) and the applicable Server EULA.

2. **UPGRADES.** If you have acquired the Software as an upgrade from a Microsoft BackOffice Small Business Server Client Access License (“BackOffice Small Business Server CAL”), you may continue to use the Microsoft BackOffice Small Business Server CAL to access only the remaining server software component(s) of Microsoft BackOffice Small Business Server that you have not upgraded.

K. For Terminal Server Services client access licenses, the following section is applicable

1. **GRANT OF LICENSE.** You may access or otherwise utilize Terminal Server Services as provided in this Section (K), provided that you comply with the terms and conditions of this Section (K). Terminal Server Services are considered to be accessed or used when a computer, workstation, terminal, handheld PC, pager, telephone, “smart phone,” or other electronic device (each of the foregoing a “Device”), which is directly or indirectly connected to a Device running Windows NT Server, is using Windows NT Server to display or use another software program. You must dedicate each Client Access License to one unique Device, which Client Access License permits that Device to access or otherwise utilize Terminal Server Services, whether licensed separately from Microsoft or a third party.

2. **DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.**

Version Limitation. Windows NT Server contains a certain version number (such as version “4.0”). For each Client Access License acquired, you may access or otherwise utilize the Terminal Server Services of: (a) Windows NT Server with the same digits to the left and immediately to the right of the version number’s decimal point as the digits in the version number listed on your License Confirmation, or (b) Windows NT Server with a lower version number than the version number listed on your License Confirmation. From time to time, Microsoft may, in its sole discretion, permit you pursuant to this Section (K) to access Terminal Server Services of Windows NT Server with a higher version number than the version number listed on a given License Confirmation. You should contact Microsoft or its local reseller for details.

No “Multiplexing” or “Pooling.” Use of software or hardware that reduces the number of Devices directly accessing or utilizing the Terminal Server Services (sometimes called “multiplexing” or “pooling” software or hardware) does not reduce the number of Client Access Licenses required; the required number of Client Access Licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware “front end.”

Transfers. You may transfer a given Client Access License to another Device only on a permanent basis (that is, with no intent to transfer again) provided the Device from which you have transferred the Client Access License no longer accesses or otherwise utilizes the Terminal Server Services.

Termination. Without prejudice to any other rights, Microsoft may terminate a given Client Access License if you fail to comply with the terms and conditions of Section (K). In such event, the Server License for the Windows NT Server software which you used in conjunction with such Client Access License that was terminated is also terminated, and you must destroy all copies of such Windows NT Server software and its Client Software (as defined in the Server License).

3. **UPGRADE.** For each Client Access License that is labeled as an upgrade, you must have a valid Client Access License that is being upgraded for such License to be valid, and such License must be used to replace such Client Access License. The total number of Client Access License “Upgrades” you may acquire may not exceed the total number of Client Access Licenses that you had already acquired.

L. For Microsoft Mail Gateway Server Software, the following section is applicable

Each copy of the Software may be used on a computer system connected to a single terminal (i.e. a single CPU) acting as a Microsoft Mail Gateway computer as described in the user documentation for such Software. If the Software includes software designated as a Gateway Access, Gateway PostOffice, and/or

Message Service software, you may use, for each copy of the Software, such portion(s) of the Software on a CPU which is acting as a Microsoft Mail "postoffice" as described in the user documentation for such Software.

M. For Microsoft Services for NetWare, the following section is applicable

This Microsoft product may contain the following software:

- "Server Software" provides services or functionality on your server (your computers capable of running the Server Software are "Servers");
- "Client Software" allows an electronic device ("Device") to access or utilize the Server Software.

1. GRANT OF LICENSE. Microsoft grants you the following rights provided you comply with all terms and conditions of this Section (N):

a. 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.

2. ADDITIONAL SOFTWARE. This Section (M) applies to updates or supplements to the original Product provided by Microsoft, unless we provide other terms along with the update or supplement.

3. TERMINATION. Without prejudice to any other rights, Microsoft may terminate your rights under this Section (M) if you do not abide by the terms and conditions of this Section (M), in which case you must destroy all copies of the Software and all of its component parts.

N. For Microsoft Windows Services for UNIX and Microsoft Interix, the following section is applicable

1. GRANT OF LICENSE. Microsoft grants you the following rights provided that you comply with all terms and conditions of this Section (N):

a. Installation--Server Software. The Product contains "Server Software" which provides services or functionality on your server (your computers capable of running the Server Software are "Servers"). 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.

b. Installation on Microsoft Windows Products— If you install the Server Software on a Server that is running Microsoft Windows NT Server (any version), Windows 2000 Server, or Windows 2000 Advanced 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 unique electronic device ("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. The client access license must have the same or later version number as the corresponding version number of the Microsoft Server Product running on the same Devices as the Server Software.

c. 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 or Windows 2000 Professional, you may permit a maximum of ten (10) Devices to simultaneously access and/or use the Server Software. A Device which "visits" the Server Software is accessing and/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.

d. Other Licenses. Your use of the Server Software to access or otherwise use software on other Devices may require additional licenses -- **please consult the license agreement accompanying such software.**

2. ADDITIONAL SOFTWARE. This section (N) applies to updates or supplements to the original Software provided by Microsoft, unless other terms of use are provided with such updates or supplements.

3. “MULTIPLEXING.” Hardware or software that reduces the number of Devices directly accessing or using the Server Software *does not* reduce the number of client access licenses you need. The number you need is based on the number of distinct inputs to the hardware or software “front end.”

4. TERMINATION. Without prejudice to any other rights, Microsoft may terminate the rights granted under this Section (N) if you fail to comply with the terms and conditions hereof. In such event, you must destroy all copies of the Software and all of its component parts.

O. For Microsoft Windows Services for UNIX, the following additional section is also applicable

Installation on Microsoft Windows Products. Note on Server for NFS Authentication. In addition to the rights granted in Section 1(a) of Section (N) above, 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. **Note on Server for NIS.** In addition to the rights granted in Section 1(a) above, 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 slave NIS server to another Windows 2000 Server running Server for NIS.

Password Synchronization—In addition to the rights granted in Paragraph 1(a) of **Section (N)** above, 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 UNIX Synchronization Service 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 and/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.

Defined terms used but not defined in this Section (O) have the meanings assigned in Section (N) above.

P. For Microsoft Interix, the following additional section is also applicable

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 and/or copyright notice (each, a “Component Agreement”). The Component Agreements are located on the Software media at \PUBS\CPYRIGHT.TXT and \PUBS\GPL.TXT. In the event of inconsistencies between this Section (Q), Section (N) above, or your license agreement and any Component Agreement, the terms of the Component Agreement shall control solely with respect to that Component Product.

Q. For Server products licensed pursuant to Work-at-Home licenses, the following additional rights and limitations are applicable:

Subject to the limitations, requirements and restrictions identified below, for each License acquired, you may permit one Work-at-Home Employee to access or otherwise utilize the Terminal Server Services (as such term is defined in Section (A)(2)(b) above) 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 computer, workstation, terminal, handheld PC, pager, telephone, "smart phone", or other electronic device ("Home Device") and the computer, workstation, terminal, handheld PC, pager, telephone, "smart phone", or other electronic device running the Server Software, solely for work-related purposes. As used in this provision, the term "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. As used herein the term "At-Work Device" means a computer, workstation, terminal, handheld PC, pager, telephone, "smart phone", or other electronic device provided by you from which the Terminal Server Services of the Server Software 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 Server 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 shall maintain records adequate to permit identification of the number and identity of Work-at-Home Employees permitted to access or otherwise utilize the Terminal Server Services of the Server Software pursuant to these provisions. In addition to the notice to user requirements described in your license agreement, you shall notify each Work-at-Home Employee that accesses or otherwise utilizes the Terminal Server Services of the Server Software 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 (as that term is defined herein). 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.

R. For Microsoft Windows NT Option Pack Components, the following section is applicable. Your use of the Microsoft Windows NT Option Pack Components is subject to your prior acquisition of a validly licensed copy of certain Microsoft operating system or server products. All capitalized terms in this **Section (R)** refer to those terms as defined in the end user license agreement for the Windows NT Option Pack Component referenced in the respective subsections of this **Section (R)** (all such terms are noted in brackets):

1. IF YOU USE THE SOFTWARE COMPONENTS AS PART OF MICROSOFT WINDOWS NT SERVER 4.0, MICROSOFT WINDOWS NT SERVER ENTERPRISE EDITION 4.0 OR MICROSOFT BACKOFFICE 2.5, THE FOLLOWING TERMS APPLY:

NOTE: IF YOU DO NOT HAVE A VALID LICENSE FOR MICROSOFT WINDOWS NT SERVER 4.0, MICROSOFT WINDOWS NT SERVER ENTERPRISE EDITION 4.0, OR MICROSOFT BACKOFFICE 2.5, YOU ARE NOT AUTHORIZED TO INSTALL, COPY OR OTHERWISE USE THE WINDOWS NT SOFTWARE COMPONENTS. FOR PURPOSES OF THIS SUBSECTION 1, THE "WINDOWS NT SOFTWARE COMPONENTS" SHALL MEAN THE FOLLOWING SOFTWARE COMPONENTS: MICROSOFT MESSAGE QUEUE SERVER, MICROSOFT TRANSACTION SERVER, MICROSOFT INTERNET INFORMATION SERVER AND THE INTERNET CONNECTION SERVICES FOR MICROSOFT REMOTE ACCESS SERVICE. EVEN IF YOU HAVE A RIGHT TO USE THE WINDOWS NT SOFTWARE COMPONENTS, YOU DO NOT HAVE ANY RIGHT TO INSTALL, COPY OR OTHERWISE USE ANY OF THE OTHER WINDOWS NT OPTION PACK COMPONENTS, UNLESS OTHERWISE PROVIDED IN A DIFFERENT SUBSECTION OF THIS SECTION (R).

1.1 General. The Windows NT Software Components contain server software and client software which are deemed part of the [Server Software] and [Client Software], respectively, of Microsoft Windows NT Server 4.0 (either as a standalone product or as a component of Microsoft BackOffice) or Microsoft Windows NT Server, Enterprise Edition 4.0, as applicable. If you have a valid license for Microsoft Windows NT Server 4.0, Microsoft Windows NT Server Enterprise Edition 4.0 or Microsoft BackOffice 2.5 (each referred to individually as a ["SOFTWARE PRODUCT"]), you are authorized to use the Windows NT Software Components under the terms and conditions of the End User License Agreement ("EULA") applicable to such product, except as set forth herein.

1.2 For Microsoft Windows NT Server—Client Access. In addition to the [Client Access] requirements currently set forth in the applicable EULA, you need a separate [Client Access License] for Windows NT Server in order to access or otherwise utilize the following Windows NT Server basic network/application services or [Server Software] components: 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), and Remote Access Service (accessing the server from a remote location through a communications link). 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). **Performance or Benchmark Testing.** you may not disclose the results of any benchmark test of either the [Server Software] or [Client Software] for Microsoft Message Queue Server, Microsoft Transaction Server or Microsoft Internet Information Server to any third party without Microsoft’s prior written approval. **Installation on a Single [Server].** The [Server Software] components that make up the applicable [SOFTWARE PRODUCT] may only be installed together for use on one [Server] and may not be separated, unless otherwise provided herein. Note on Microsoft Site Server Express. you may freely copy and distribute Microsoft Site Server Express for your use on any computer within your organization.

1.3 For Microsoft Internet Information Server—Use. Notwithstanding anything to the contrary contained in the applicable EULA, you do not need a separate [Client Access License] to access or otherwise utilize the services of Microsoft Internet Information Server, except to the extent that a [Server] or [Server Software] component which requires a [Client Access License] is accessed or utilized by Microsoft Internet Information Server.

1.4 Additional Rights and Restrictions. You also have the right to make additional copies of the Windows NT Software Components equal to the number of validly licensed copies of each [SOFTWARE PRODUCT] which you have, and you may use each copy in the manner specified above. If you do not have a valid license for Microsoft Windows NT Server 4.0, Microsoft Windows NT Server Enterprise Edition 4.0 or Microsoft BackOffice 2.5, you have no rights under the foregoing section.

2. IF YOU USE THE SOFTWARE COMPONENTS AS PART OF MICROSOFT WINDOWS NT WORKSTATION 4.0, THE FOLLOWING TERMS APPLY:

NOTE: IF YOU DO NOT HAVE A VALID LICENSE FOR MICROSOFT WINDOWS NT WORKSTATION 4.0, YOU ARE NOT AUTHORIZED TO INSTALL, COPY OR OTHERWISE USE THE WINDOWS NT WORKSTATION SOFTWARE COMPONENTS. FOR PURPOSES OF THIS SUBSECTION 2, THE “WINDOWS NT WORKSTATION SOFTWARE COMPONENTS” SHALL MEAN THE FOLLOWING SOFTWARE COMPONENTS: MICROSOFT TRANSACTION SERVER AND MICROSOFT PERSONAL WEB SERVER. EVEN IF YOU HAVE A RIGHT TO USE THE WINDOWS NT WORKSTATION SOFTWARE COMPONENTS, YOU DO NOT HAVE ANY RIGHT TO INSTALL, COPY OR USE ANY OF THE OTHER SOFTWARE COMPONENTS, UNLESS OTHERWISE PROVIDED IN A DIFFERENT SUBSECTION OF THIS SECTION (R).

2.1 General. The Windows NT Workstation Software Components are deemed part of Microsoft Windows NT Workstation 4.0 (the [“SOFTWARE PRODUCT”]), and are therefore subject to the terms and conditions of its EULA, except as otherwise provided herein. **Use Limitation.** At any point in time, only a maximum of two (2) computers [instead of ten (10)] are permitted to use the services of the Microsoft Transaction Server component. The two (2) computer maximum includes any indirect uses made through software or hardware which pools or aggregates uses. **Performance or Benchmark Testing.** You may not disclose the results of any benchmark test of either of the Windows NT Workstation Software Components to any third party without Microsoft’s prior written approval.

2.2 Additional Rights and Restrictions. You also have the right to make additional copies of the Windows NT Workstation Software Components equal to the number of validly licensed copies of Microsoft Windows NT Workstation 4.0 which you have, and you may use each copy in the manner specified above. If You do not have a valid license for Microsoft Windows NT Workstation 4.0, you have no rights under the foregoing section.

3. IF YOU USE THE SOFTWARE COMPONENTS AS PART OF MICROSOFT BACKOFFICE SMALL BUSINESS SERVER 4.0, THE FOLLOWING TERMS APPLY:

NOTE: IF YOU DO NOT HAVE A VALID LICENSE FOR MICROSOFT BACKOFFICE SMALL BUSINESS SERVER 4.0, YOU ARE NOT AUTHORIZED TO INSTALL, COPY, OR OTHERWISE USE THE WINDOWS NT SOFTWARE COMPONENTS (AS DEFINED PREVIOUSLY IN SUBSECTION.1). EVEN IF YOU HAVE THE RIGHT TO USE THE WINDOWS NT SOFTWARE COMPONENTS, YOU DO NOT HAVE ANY RIGHT TO INSTALL, COPY, OR OTHERWISE USE ANY OF THE OTHER SOFTWARE COMPONENTS, UNLESS OTHERWISE PROVIDED IN A DIFFERENT SUBSECTION OF THIS SUBSECTION 0.

3.1 General. The Windows NT Software Components contain server software and client software which is deemed part of the [Server Software] and [Client Software], respectively, of Microsoft BackOffice Small Business Server 4.0, and is therefore subject to the terms and conditions of its EULA, except as otherwise provided herein. Note on Microsoft Site Server Express. You may freely copy and distribute Microsoft Site Server Express for your use on any computer within your organization.

3.2 Additional Rights and Restrictions. You also have the right to make additional copies of the Windows NT Software Components equal to the number of validly licensed copies of Microsoft BackOffice Small Business Server 4.0 which you have, and you may use each copy in the manner specified above. If you do not have a valid license for Microsoft BackOffice Small Business Server 4.0, you have no rights under the foregoing section.

4. IF YOU USE THE SOFTWARE COMPONENTS AS PART OF MICROSOFT WINDOWS 95, THE FOLLOWING TERMS APPLY:

NOTE: IF YOU DO NOT HAVE A VALID LICENSE FOR MICROSOFT WINDOWS 95, YOU ARE NOT AUTHORIZED TO INSTALL, COPY OR OTHERWISE USE THE WINDOWS 95 SOFTWARE COMPONENTS. FOR PURPOSES OF THIS SUBSECTION 4, THE “WINDOWS 95 SOFTWARE COMPONENTS” SHALL MEAN THE FOLLOWING SOFTWARE COMPONENTS: MICROSOFT PERSONAL WEB SERVER AND MICROSOFT TRANSACTION SERVER FOR WINDOWS 95. EVEN IF YOU HAVE A RIGHT TO USE THE WINDOWS 95 SOFTWARE COMPONENTS, YOU DO NOT HAVE ANY RIGHT TO INSTALL, COPY OR USE ANY OF THE OTHER SOFTWARE COMPONENTS, UNLESS OTHERWISE PROVIDED IN A DIFFERENT SUBSECTION OF THIS SECTION (R).

4.1 General. The Windows 95 Software Components are deemed part of Microsoft Windows 95 (the [“SOFTWARE PRODUCT”]), and are therefore subject to the terms and conditions of its EULA, except as otherwise provided herein.

4.2 Use Limitation. At any point in time, a maximum of ten (10) computers are permitted to use the services of the Microsoft Personal Web Server component. The ten (10) computer maximum includes any indirect uses made through software or hardware which pools or aggregates uses. The Microsoft Transaction Server for Windows 95 component may not be used as a network server; that is, no computers or workstations may access or utilize any network services of that component. **Performance or Benchmark Testing.** You may not disclose the results of any benchmark test of either of the Windows 95 Software Components to any third party without Microsoft’s prior written approval.

4.3 Additional Rights and Restrictions. You also have the right to make additional copies of the Windows 95 Software Components equal to the number of validly licensed copies of Microsoft Windows 95 which you have, and you may use each copy in the manner specified above. If you do not have a valid license for Microsoft Windows 95, you have no rights under the foregoing section.