

## MASTER END-USER LICENSE AGREEMENT

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  - b. If you are an entity, Microsoft grants to you the right to designate one individual within your organization to have the sole right to make and use copies of the Product in accordance with the terms of this EULA.
  - c. If you are an entity and have acquired this EULA as part of a Microsoft Open License Pack, Microsoft grants to you the right to designate one individual per license (i.e., on a one-for-one basis) within your organization to have the sole right under each such license to make and use copies of the Product in accordance with the terms of this EULA.
3. **Effect of Licenses contained in COMPONENTS.** 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 EULA and any Component Agreement, the terms of the Component Agreement shall control except in the following instances:
  - a. For all of the Product, **Section 4** of this EULA shall control; and
  - b. For all COMPONENTS included in Server Products, Windows NT Server, Windows 2000 Server (including Windows 2000 Server, Application Center, BizTalk Server, Commerce Server, Host Integration Server, Internet Security and Acceleration Server, SQL Server, Exchange Server), and Platforms, all provisions of this EULA shall control.
4. **Additional Rights And Limitations-General.**
  - 4.1 **Limitation On Reverse Engineering, Decompilation, and Disassembly.** You may not reverse engineer, decompile, or disassemble the Product, except and only to the extent that it is expressly permitted by applicable law notwithstanding this limitation.
  - 4.2 **Termination.** Without prejudice to any other rights, Microsoft may cancel this EULA if you do not abide by the terms and conditions of this EULA, in which case you must destroy all copies of the Product and all of its component parts.
  - 4.3 **Consent To Use Of Data.** You agree that Microsoft and its affiliates may collect and use technical information you provide as a part of support services related to the Product. Microsoft agrees not to use this information in a form that personally identifies you.



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- 4.5 **Academic Edition Software.** To use Product identified as "Academic Edition" or "AE," you must be a "Qualified Educational User." For qualification-related questions, please contact the Microsoft Sales Information Center/One Microsoft Way/Redmond, WA. 98052-6399 or the Microsoft subsidiary serving your country.
- 4.6 **Export Restrictions.** You acknowledge that the Product is of U.S. origin. You agree to comply with all applicable international and national laws that apply to the Product, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information see <http://www.microsoft.com/exporting/>.
- 4.7 **Software Transfer.** You may permanently transfer all of your rights under this EULA, provided you retain no copies, you transfer all of the Product (including all COMPONENTS, UPDATES, the media and printed materials, any upgrades, and this EULA), you provide Microsoft notice of your name, company, and address and the name, company, and address of the person to whom you are transferring the rights granted herein, and the recipient agrees to the terms of this EULA. If the Product is an upgrade, any transfer must include all prior versions of the Product. If the Product is received as part of a subscription, any transfer must include all prior deliverables of Product and all other subscription deliverables.
- 4.8 **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).
- 4.9 **Production Use.** The Product may only be used for development purposes as described in this EULA 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 **Section 3** of this EULA.
- 4.10 **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.
- 4.11 **Update License Terms.** All UPDATES shall be considered part of



the Product and subject to the terms and conditions of this EULA. Additional license terms may accompany UPDATES (as defined in the first paragraph of this EULA). 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, do not install, copy, or otherwise use such UPDATES.

**5. Licenses Applicable to Library, Platforms, Applications (consisting of Office Developer, Project) and Developer Tools (consisting of Visual Studio Enterprise Edition, and Microsoft Team Manager) collectively the "Desktop Test Platforms".**

- 5.1 General.** Microsoft grants you, a personal, nonexclusive license to make and use up to 10 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, testing and demonstrating your software product(s). In addition, solely with respect to the Microsoft Office COMPONENT, Microsoft further grants you, as an individual, 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 you are 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 Platforms as use of Windows NT Server and Windows 2000 Server products is governed by the terms of **Sections 6 and 7.10** below; and (ii) certain COMPONENTS of Platforms may include software programs that limit the number of copies that can be made for use by you to less than the 10 copies authorized above.

**5.2 MSDN Library-Additional Rights and Restrictions.**

- a. Documentation.** For the Library, Microsoft grants you a worldwide, nonexclusive, nontransferable, royalty-free right to make, use, and install an unlimited number of copies of the 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; (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 your premises; and: (iii) you may use documentation identified in the 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, or database management 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. For licensing terms relating to use of the File Format Documentation for purposes other than the use described above, please contact Microsoft Corporation.

b. **Sample Code included in Library (collectively, "Library Sample Code")**. Provided that you comply with the terms of **Section 8**, 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 and the Component Agreement that accompanies Windows 2000 Professional, the following restrictions also apply with respect to NT Workstation and Windows 2000 Professional: 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 Server Products**. In general, the COMPONENTS of Server Products may only be used by you for purposes of designing, developing, testing and demonstrating 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 Server Products portion of the MSDN Subscription Program:

7.1 **General Use and Installation**. Server Products may contain the following software: >

ò**"Server Software"** provides services or functionality on your server (your computers capable of running the Server Software are "Servers");

ò**"Client Software"** allows an electronic device ("Device") to access or utilize the Server Software.

**Server Software**. You may make, use, and install the Server Software on a single Server solely in accordance with **Section 2**, 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 **Section 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, testing and demonstrating software products created by you to operate with the Server Software.

7.2 **Other Rights and Limitations on Use of Server Products-General.**

**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, Commerce Server, Host Integration Server, Internet Security and Acceleration Server, BizTalk Server, Application Center, 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. (FOR BACKOFFICE SERVER VERSION 4.5 ONLY)**

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 the 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, testing and demonstrating your applications that work in conjunction with Microsoft SNA Server ("SNA Server Application[s]"). Portions of the SNA Server component of BackOffice Server Version 4.5 are also designated as "Redistributable Code." The text file named REDIS.TXT in the SNA Server portion of BackOffice Server Version 4.5 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, testing and demonstrating your SNA Server Application(s). 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 (FOR BACKOFFICE SERVER VERSION 4.5 ONLY).**

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 Section 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 **Section 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 Microsoft SQL Server Desktop Engine ("MSDE") and the files listed in the REDIST.TXT file (collectively, the "Redistributable Code"), provided that you comply with the Distribution Terms listed in the REDIST.TXT file. If you choose to redistribute MSDE, you also agree: (i) that your application shall not substantially duplicate the capabilities of Microsoft Access or, in the reasonable opinion of Microsoft, complete with same; and (ii) that unless your application requires your customers to license Microsoft Access in order to operate, you shall not reproduce or use MSDE 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 management 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.

**7.7 Site Server Software Development Kits ("Site Server SDK Software") (FOR BACKOFFICE SERVER VERSION 4.5 ONLY).**

Microsoft grants you the nonexclusive, royalty-free right to install and use copies of the Site Server SDK Software component of the BackOffice Server Version 4.5 solely for the purpose of designing, developing, testing and demonstrating your applications that work in conjunction with Microsoft Site Server. You may modify the Site Server Sample Code to design, develop, test and demonstrate your applications. For the purposes of this **Section 7.7**, "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 BackOffice Server Test Platform, describe the distribution rights associated with each file of the Site Server Redistributable Code.

**7.8 Systems Management Server.**

a. You may install and use the Installer component of the Client Software ("SMS Installer") only on Devices used by a licensed end user of the Product 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, testing and demonstrating 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) reproduce and use the Redistributable Code 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 Code; and (iii) indemnify, hold harmless, and defend Microsoft and its suppliers from and against any claims or lawsuits, including attorney's fees, that arise or result from the use of your Setup Program or any software installed by your Setup Program. You do not have any other right to install or use SMS Installer.

c. You 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 7.8(b)(i) and (iii)** above.

**7.9 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.

**7.10 Windows NT Server and Windows 2000 Server Product Line.**

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

**7.11 Commerce Server/Host Integration Server (HIS) and Internet Security and Acceleration Server (ISA).**

You may redistribute and distribute the Sample Code, along with any modifications you make thereto (for purposes of this section, "modifications" shall mean enhancements to the functionality of the Sample Code), and any other files that may be listed and identified in a REDIST.TXT file as "redistributable" (collectively, the "Redistributable Code") provided that you agree: (1) to distribute the Redistributable Code in object code form and only in conjunction with your application, which application adds significant and primary functionality to the Redistributable Code; (2) not to use Microsoft's name, logo, or trademarks to market the application; (3) to include a valid copyright notice in your name on the application; (4) 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 application; (5) to otherwise comply with the terms of this EULA; (6) that Microsoft reserves all rights not expressly granted.

**7.12 Terminal Services Internet Connector.**

Microsoft grants you, solely for the purpose of demonstrating your software applications over the Internet and provided that such demonstration of your software is for evaluation purposes only and does not utilize production data, the right to use the Terminal Services Internet Connector License in conjunction with Windows 2000 Server Software. A maximum of 200 anonymous concurrent connections may access your software applications via the Terminal Services component of Windows 2000 Server Software.

8. **Distribution Requirements.** If you choose to redistribute the Library Sample Code, Microsoft Exchange Sample Applications, or OWA Software (for purposes of this **Section 8**, collectively the "Redistributable Code") with a software product developed by you as described in this EULA (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 attorney's 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



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actually paid by you for the Product or U.S.\$5.00. The foregoing limitations, exclusions, and disclaimers (including Sections 9 and 10 above and as stated in the Limited Warranty) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

12. **NOTE ON JAVA SUPPORT.** THE PRODUCT MAY CONTAIN SUPPORT FOR PROGRAMS WRITTEN IN JAVA. JAVA TECHNOLOGY IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE AS ONLINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF JAVA TECHNOLOGY COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. Sun Microsystems, Inc. has contractually obligated Microsoft to make this disclaimer.
13. **ENTIRE AGREEMENT.** This EULA (including any addendum or amendment to this EULA which is included with the Product) are the entire agreement between you and Microsoft relating to the Product and the Support Services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals, and representations with respect to the Product or any other subject matter covered by this EULA. To the extent the terms of any Microsoft policies or programs for Support Services conflict with the terms of this EULA, the terms of this EULA shall control.
14. **The Product is protected by copyright and other intellectual property laws and treaties. Microsoft or its suppliers own the title, copyright, and other intellectual property rights in the Product. The Product is licensed, not sold.**

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#### **MISCELLANEOUS:**

**If you acquired this Product in the United States, this EULA is governed by the laws of the State of Washington.**

**If you acquired this Product in Canada, this EULA is governed by the laws of the Province of Ontario, Canada. Each of the parties hereto irrevocably attorns to jurisdiction of the courts of the Province of Ontario, and further agrees to commence any litigation which may arise hereunder in the courts located in the Judicial District of York, Province of Ontario.**

**If this product was acquired outside of the United States, local law may apply.**

**Should you have any questions concerning this EULA, or if you**



**desire to contact Microsoft for any reason, please contact the Microsoft subsidiary serving your country, or write: Microsoft Sales Information Center, One Microsoft Way, Redmond, WA 98052-6399.**

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