

## Amendment to Master End-User License Agreement

(For the Microsoft Developer Network Academic Alliance Program)

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This amendment (the "Amendment") to the Master End-User License Agreement for the Microsoft Developer Network Subscription (the "EULA") is a legal agreement between Microsoft Corporation ("Microsoft") and a Qualified Educational User approved by Microsoft for participation in the Microsoft Developer Network Academic Alliance Program ("MSDN Academic Alliance Program").

This Amendment allows for the not-for-profit instructional and non-commercial research use by a Qualified Educational User (as hereinafter defined) of the Product provided under the EULA. This Amendment further allows the Qualified Educational User to utilize the Product for the not-for-profit design, development and testing of software applications or hardware created by Qualified Educational User. Product includes subscription UPDATES provided by Microsoft (as defined in the EULA).

**By installing, copying, or otherwise using the Product, the Qualified Educational User agrees to be bound by the terms of the EULA and this Amendment. If the Qualified Educational User does not agree to be bound, do not install, copy or use the Product.**

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### 1. Definitions.

Capitalized terms shall have the same meaning in this Amendment as they have in the EULA, except as may be otherwise set out herein. The following definitions are added for the purposes of this Amendment:

- 1.1 "Faculty" shall mean any personnel duly engaged by the Qualified Educational User to teach or instruct Students and/or to conduct research on behalf of the Qualified Educational User.
- 1.2 "Product" shall have the same meaning as in the EULA.
- 1.3 "Qualified Educational User" shall mean a department within a not-for-profit educational institution that (a) has been duly accredited by a widely-recognized accreditation authority as an educational institution organized and operated exclusively for the sole purpose of teaching its matriculating students; and (b) has been accepted by Microsoft, in its sole discretion, for participation in the MSDN Academic Alliance Program. Accredited educational institutions may include, but are not necessarily limited to, the following types of not-for-profit public or private schools located in the United States of America or Canada: High schools K-12; vocational schools, junior colleges, colleges, universities, and science, trade or technical schools. 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.
- 1.4 "Students" shall mean students duly enrolled for educational courses offered for credit and made available or administered by the Qualified Educational User.

- 1.5 "Use" shall mean the non-commercial use of the Product by Faculty, Staff and/or Students solely to: (a) develop, support, and conduct educational classes, labs or related programs offered by Qualified Educational User which have been approved for participation in the MSDN Academic Alliance Program; (b) conduct non-commercial research projects utilizing the Product (note: research done on behalf of the National Science Foundation or the U.S. Government qualifies as "non-commercial" research); and/or (c) design, develop and test software applications or hardware that work in conjunction with the Product only for the purposes as listed in Section 1.5(a) or 1.5(b). "Use" under this Amendment shall not include the use of the Product for general business purposes other than by Qualified Educational User's employees engaged in support and user support of the Product and the management of compliance with the MSDN Academic Alliance Program.
- 1.6 "Staff" shall mean any personnel duly engaged by the Qualified Educational User to teach or instruct Students and/or to conduct non-commercial research or other development related activities on behalf of Qualified Educational User.

## **2. Grant of Educational and Research Use License**

- 2.1 Changed Paragraphs in EULA. Solely for the purposes of this Amendment, the EULA is amended as follows

(a) The following sections of the EULA are deleted in their entirety: Paragraph 2 (General Grant of License); Paragraph 4.5 (Academic Edition Software); Paragraph 4.7 (Software Transfer); Paragraph 4.8 (Separation of Components); Paragraph 5.1 (General).

(b) Section 7 of the EULA is amended to allow for the installation and use of the Server Software on any number of servers, and the Client Software on any number of Devices.

- 2.2 General Grant of Educational and Research Use License. Microsoft hereby grants Qualified Educational User, subject to the terms and conditions of the EULA and the Component Agreements as amended by this Amendment, a non-exclusive license:
- (i) to install the Product on one or more servers or personal computers (e.g. hard drives) located on Qualified Educational User's premises and made available by Qualified Educational User and permit access to the Product on such servers or personal computers by Faculty, Staff and Students solely for the Use as defined in Section 1.5 above. Qualified Educational User shall be responsible for advising such Faculty, Staff or Student that use of the Product is strictly governed by the terms and conditions of the EULA and this Amendment (regardless of any license agreement that may appear during an installation process); Qualified Educational User shall maintain a record of the number of downloads of the Product from its Servers and shall, upon reasonable request, provide Microsoft with such information; and/or
- (ii) to make no more than fifty (50) additional CD-ROM copies of the

Product to use as backup copies or to loan such physical diskettes or CD-ROM copies free of charge to Students, Staff and Faculty solely for the Use as defined in Section 1.5 above. The additional CD-ROM copies specified in this Section 2.2(ii) may be loaned by Qualified Educational User to Faculty, Staff and/or Students (a) for installation on personal computers on Qualified Educational User's premises; and/or (b) for installation on personal and/or off site computers of Faculty, Staff and/or Students. No such CD-ROM copies of the Product may be loaned or otherwise distributed to any parties other than those specifically designated herein. No Faculty, Staff or Student may loan or further distribute a CD-ROM copy of the Product which has been loaned to them. Qualified Educational User shall have any Faculty, Staff and/or Student to whom it loans CD-ROM copies of the Product agree that use of the Product is strictly governed by the terms and conditions of the EULA and this Amendment (regardless of any license agreement that may appear during an installation process) and is to be used solely pursuant to the Use right granted in Section 1.5 herein. In addition, Qualified Educational User shall maintain a record of the names of any members of the Faculty, Staff and Students to whom it has distributed such CD-ROM copies of the Product. Upon reasonable request, Qualified Educational User will permit Microsoft to inspect such records of distribution.

(iii) Qualified Educational User shall cease loaning, permitting access to or otherwise distributing the Product to any Faculty, Staff or Student who ceases its association with Qualified Educational User. In the event Microsoft notifies Qualified Educational User or Qualified Educational User learns that any Faculty, Staff or Student is in violation of the terms and conditions of the EULA and/or this Amendment, Qualified Educational User shall cease permitting access to the Product by such individuals and Qualified Educational User shall further use its best efforts to demand immediate return of or confirm destruction of any Product in the possession or under the control of such Student, Staff or Faculty.

Qualified Educational User agrees to use its best efforts to prevent access to or use of the Product by parties other than Faculty, Staff, Students, and its employees who require access to a server or computer on Qualified Educational User's premises on which the Product resides for maintenance and related purposes.

**Notwithstanding the foregoing license grant with respect to the Product, those components of the Product which are listed on Exhibit 1 attached to this Amendment are NOT included under the MSDN Academic Alliance Program and are therefore not licensed under this Amendment. Qualified Educational User may not use such products.**

All rights not expressly granted herein are reserved to Microsoft.

### 2.3 Additional License Limitations.

(a) Qualified Educational User shall ensure that each copy of the Product made under this Amendment shall be a true and complete copy, and include all copyright and trademark notices.

(b) Qualified Educational User shall not sell, rent, lease, or transfer the Product to any third party and may not lend the Product other

than as authorized by the EULA and this Amendment.

(c) Microsoft shall deliver the Product to designated person(s) who are full time employees of Qualified Educational User and such employee(s) will administer or manage Qualified Educational User's use of the Product under the EULA and this Amendment.

(d) In order to install certain components of the Product on its Servers, Qualified Educational User may need a product key ("Volume License Key"). The Volume License Key will be assigned to Qualified Educational User and must be kept secure. Qualified Educational User may disclose the Volume License Key only to those of its employees who are engaged in installation of the Product, support and/or user support of the Product and the management of compliance with the MSDN Academic Alliance Program. Qualified Educational User will be held responsible for unauthorized use of the Volume License Key. In addition, in order to install certain components of the Product for distribution pursuant to Section 2.2(ii), Qualified Educational User may need an Academic Alliance Product Key ("Product Key"). The Product Key will be assigned to Qualified Educational User and must also be kept secure. Qualified Educational User may disclose the Product Key to those Student(s), Staff and Faculty to whom Qualified Educational User distributes copies of the Product as provided in Section 2.2(ii). Qualified Educational User shall use its best efforts to make the Student(s), Staff and Faculty aware of the restrictions and security issues related to use of the Product Key. In the event that Microsoft notifies Qualified Educational User or Qualified Educational User learns that a Student, Faculty or Staff member is improperly using the Product Key, Qualified Educational User shall notify such Student, Faculty member or Staff member that they are no longer authorized to use the Product.

### **3. Effect of Amendment.**

Except as amended herein, all terms and conditions of the EULA and Component Agreements shall remain in full force and effect. To the extent any terms or conditions of the EULA or a Component Agreement conflict with or are inconsistent with this Amendment, the terms of this Amendment shall prevail to the extent needed to fulfill the limited purposes of this Amendment.

### **4. Termination.**

In the event that Qualified Educational User voluntarily terminates its participation in the MSDN Academic Alliance Program, then Qualified Educational User may no longer distribute the Product to Students, Staff or Faculty for installation on off site personal computers as contemplated by Section 2.2(ii). Qualified Educational User may, however, continue to use the Product received to the date of termination on its internal servers and on its on-site lab machines solely for the Use specified in Section 1.5 above and pursuant to the remaining terms and condition of the EULA and this Amendment.

Failure by Qualified Educational User to enforce the provisions of the EULA and this Amendment, in particular but not limited to Section 2.2(iii) and Section 2.3(d) shall be considered a breach of the EULA

and this Amendment and entitle Microsoft to the rights and remedies specified in the EULA and this Amendment, as well as rights and remedies to which it is entitled at law or equity.

Section 4.2 of the EULA shall control with respect to cancellation by Microsoft of the EULA for Qualified Educational User's breach.

## **EXHIBIT 1**

TO

AMENDMENT TO MASTER END USER LICENSE AGREEMENT  
(For the Microsoft Developer Network Academic Alliance Program)

The following products are excluded from the MSDN Academic Alliance Program and may not be used by Qualified Educational User:

**Microsoft Office Developer**

**Microsoft MapPoint**

**Microsoft FrontPage**

**Microsoft Project**