

Microsoft Licensing Services Provider Use Rights

Worldwide English

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Introduction

These product use rights:

- Group all the Microsoft products into two licensing models. Each model has a base set of license terms.
- Identify the products in each licensing model.

Effective Date. This edition of Microsoft Services Provider Use Rights is effective October 1, 2006.

Universal License Terms. The Universal License Terms apply to all products except as noted.

Licensing Models. These product use rights include two sections, one for each licensing model. They are:

- Per Processor License
- Subscriber Access License (SAL)

The Table of Contents and the introduction to each section list the products that fall into each licensing model. In each section, we provide the general license terms for the licensing model, and then describe any product-specific license terms for products in that licensing model.

License Terms for a Product. To find the license terms for a product, you should identify the licensing model for that product (see the Table of Contents). The license terms that apply to your use of the product are:

- the Universal License Terms;
- the general license terms except as noted for that licensing model; and
- any product-specific license terms for that product (included at the end of the licensing model section).

Products Licensed Under Both Licensing Models. You may license some products under either a Per Processor or SAL licensing model. These products are:

- SQL Server 2000 OEM Versions Standard and Enterprise Editions for Embedded Systems (Runtime Versions only)
- SQL Server 2005
- Windows Server 2003 Standard and Enterprise Editions
- Windows Server 2003 R2 Standard, Enterprise and Datacenter Editions

Prior Versions of the Microsoft Services Provider Use Rights Document. These services provider use rights generally cover the most recent version of products that are available worldwide. For license terms for products that no longer appear in this edition of Microsoft Services Provider Use Rights, you will need to review a previous version. To find the last edition of Microsoft Services Provider Use Rights document in which a product appeared, you can review the list maintained at <https://www.explore.ms/>. If you do not have the version of the Microsoft Services Provider Use Rights document you need, please contact your Microsoft Accounts Manager.

Summary Of Changes

We designed these product use rights to help you license and manage Microsoft products under the services provider licensing program. For use of any existing product, you may refer to these or any prior update to the product use rights that applied to your use of that product. Below we identify additions, deletions and other changes to the product use rights. Clarifications are also provided in response to customers' questions. These clarifications reflect existing Microsoft policies.

Product additions. This update includes the following product additions:

- Windows Server 2003 R2 Anonymous Datacenter
- Windows Server 2003 R2 Datacenter
- Messaging Security Suite

Product deletions. This update includes the following product deletions:

- Content Management Server 2002 Enterprise Edition
- Exchange Server 2003 Standard Edition

Clarifications and other changes:

- We clarified the definition for "operating system environment."
- We clarified the use of Windows Server 2003 R2 Anonymous, Standard, Enterprise and Datacenter Editions.

Universal License Terms

These license terms apply to your use of all Microsoft software and online services licensed under your services provider license agreement. Terms used and not defined in this Microsoft Services Provider Use Rights document have the meanings assigned to them in the service provider licensing agreement.

- A. Your Use Rights.** If you comply with your service provider license agreement, including these product use rights and the product list, you may use the software and online services only as expressly permitted in these product use rights.
- B. Single Use.** The software may include more than one version, such as 32-bit and 64-bit. You may use only one version for each license you acquire unless the software's license terms permit more.
- C. "Cold" Disaster Recovery Rights.** For each instance of eligible server software you run in a physical or virtual operating system environment on a licensed server, you may temporarily run a backup instance in a physical or virtual operating system environment on a server dedicated to disaster recovery. The product use rights for the software and the following limitations apply to your use of software on a disaster recovery server:
- The server must be turned off except for (i) limited software self-testing and patch management, and (ii) disaster recovery.
 - The server may not be in the same cluster as the production server.
 - You may run the backup and production instances at the same time only while recovering the production instance from a disaster.
- D. Third Party Programs.** If other terms come with a program licensed by a third party, those terms apply to your use of it.
- E. Pre-release Code.** If other terms come with pre-release code, those terms apply to your use of it.
- F. Updates and Supplements.** We may update or supplement the software you license. If so, you may use that update or supplement with the software. If other terms come with an update or supplement, those terms apply to your use of it.
- G. Technical Limitations.** You must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not work around them. For more information, see <http://www.microsoftvolumelicensing.com/userights/TechLimit.aspx>.
- H. Other Rights.** Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.
- I. Documentation.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal reference purposes. Documentation does not include electronic books.
- J. Volume License and Online Services Product Keys.** Some products and online services require a Volume License key to install or access them. For information about when you need a key, see the "Activate" link on <http://www.microsoft.com/licensing>. You are responsible for the use of keys assigned to you. You should not disclose them to third parties.
- K. Internet-based Services.** We may provide Internet-based services with the products. We may change or cancel the services at any time. You may not use these Internet-based services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.
- L. Additional Functionality.** We may provide additional functionality for the software or online services. Other license terms and fees may apply.
- M. Using More than One Product or Functionality Together.** You need a license for each product and separately licensed functionality used on a device or by a user. For example, if you use Office on Windows, you need licenses for both Office and Windows.
- N. .NET Framework.** The software for the products listed below contains Microsoft .NET Framework software. This software is part of the Microsoft Windows Server products. The license terms for Microsoft Windows Server products apply to your use of the Microsoft .NET Framework software.

- SQL Server 2005
 - Visual Studio 2005 Team Foundation Server with SQL Server 2005 Technology
 - BizTalk Server 2005
- O. Consent to Use of Data.** We may collect and use technical information gathered as part of support services, if any, related to the software. We may use this information to improve our products or to provide customized services or technologies to you and your customers. We will not disclose this information in a form that personally identifies you.
- P. Third Party Internet Sites.** You and your customers may link to third party Internet sites through the use of the products. We do not control the third party sites. We are not responsible for the contents of any third party sites, any links contained in third party sites, or any changes to third party sites. We are providing these links to third party sites only as a convenience. The inclusion of any link does not imply an endorsement by us of the third party site.
- Q. No Transfer of Personally Identifiable Information.** The products do not transmit any personally identifiable information from your server to Microsoft computer systems without your consent.
- R. Benchmark Testing.**
- i. Software.** You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the server software or client software that comes with it. This does not apply to the .NET Framework (see below) or to the following products: Class Server, Live Communications Server, Microsoft Operations Manager, SharePoint Portal Server, Data Protection Manager, Systems Management Server, Virtual Server, Windows Server, and Windows Small Business Server.
 - ii. Microsoft .NET Framework.** The software may include one or more components of the .NET Framework 3.0 (".NET Components"). If so, you may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>.
- S. Multiplexing.** Hardware or software you use to:
- pool connections,
 - reroute information,
 - reduce the number of devices or users that directly access or use the product, or
 - reduce the number of devices or users the product directly manages,
- (sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses of any type that you need.
- T. Redistribution Software.** The software or online service may include code that you are permitted to distribute in programs you develop (also known as redistribution software) if you comply with the terms below. For purposes of this subsection, "you" and "your" also includes your customers.
- i. Right to Use and Distribute.** The code and text files listed below are "Distributable Code."
 - REDIST.TXT Files. You may copy and distribute the object code form of code listed in REDIST.TXT files.
 - Sample Code. You may modify, copy, and distribute the source and object code form of code marked as "sample."
 - OTHER-DIST.TXT Files. You may copy and distribute the object code form of code listed in OTHER-DIST.TXT files.
 - Third Party Distribution. You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.

- Additional license terms for Visual Studio 2005 Professional Edition, and Visual Studio 2005 Team Edition for Software Architects, Software Developers, and Testers. The software may also contain the following Distributable Code. You may:
 - Microsoft Merge Modules. Copy and distribute the unmodified output of Microsoft Merge Modules;
 - MFCs, ATLS and CRTs. Modify the source code form of Microsoft Foundation Classes (MFCs), Active Template Libraries (ATLs), and C runtimes (CRTs) to design, develop and test your programs, and copy and distribute the object code form of your modified files under a new name;
 - MDAC. Copy and distribute the object code form of the MDAC_TYP.EXE file; and
 - Image Library. Copy and distribute images and animations in the Image Library as described in the software documentation. You may also modify that content. If you modify the content, it must be for use that is consistent with the permitted use of the unmodified content.
- ii. **Distribution Requirements.** For any Distributable Code you distribute, you must:
 - add significant primary functionality to it in your programs;
 - require distributors and end users to agree to terms that protect it at least as much as your services provider license agreement, including these product use rights and the product list;
 - display your valid copyright notice on your programs; and
 - indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.
- iii. **Distribution Restrictions.** You may not:
 - alter any copyright, trademark or patent notice in the Distributable Code;
 - use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;
 - distribute Distributable Code, other than code listed in OTHER-DIST.TXT files, to run on a platform other than the Windows platform;
 - include Distributable Code in malicious, deceptive or unlawful programs; or
 - modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that:
 - the code be disclosed or distributed in source code form, or
 - others have the right to modify it.

The following license terms apply to your use of the products.

- A. Instance.** You create an "instance" of software by executing the software's setup or install procedure. You also create an instance of software by duplicating an existing instance. References to software include "instances" of the software.
- B. Run an Instance.** You "run an instance" of software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
- C. Operating System Environment.** An "operating system environment" is
 - all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and
 - instances of applications, if any, configured to run on the operating system instance or parts identified above.

There are two types of operating system environments, physical and virtual. A physical operating system

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

- i. one physical operating system environment
 - ii. one or more virtual operating system environments
- D. Server.** A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
- E. Assigning a License.** To assign a license means simply to designate that license to one device or user.
- F. No Separation of Software.** You may not separate the software for use in more than one operating system environment under a single license, unless expressly permitted. This applies even if the operating system environments are on the same physical hardware system.
- G. Physical and Virtual Processors.** A physical processor is a processor in a physical hardware system. Physical operating system environments use physical processors. A virtual processor is a processor in a virtual (or otherwise emulated) hardware system. Virtual operating system environments use virtual processors. A virtual processor is considered to have the same number of threads and cores as each physical processor on the underlying physical hardware system.

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

- A. Consent for Internet-based Services.** The software features described below connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. These features use Internet protocols that send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you run the software. Microsoft uses this information only to make the Internet-based services available to you. Microsoft does not use it to identify or contact you. You may switch off these features or not use them. For more information about these features, see the software documentation. By using these features, you consent to the transmission of this information.
- **Windows Update Feature.** You may connect new hardware to the device where you run the software. Your device may not have the drivers needed to communicate with that hardware. If so, the update feature of the software can obtain the correct driver from Microsoft and install it on your device. You can switch off this update feature.
 - **Web Content Features.** Features in the software can retrieve related content from Microsoft and provide it to you. To provide the content, these features send to Microsoft the type of operating system, name and version of the software you are using, type of browser and language code of the device where you run the software. Examples of these features are clip art, templates, online training, online assistance and Appshelp. You may choose not to use these web content features.
 - **Digital Certificates.** The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. The software retrieves certificates and updates certificate revocation lists. These security features operate only when you use the Internet.
 - **Auto Root Update.** The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off the Auto Root Update feature.
 - **Windows Media Digital Rights Management.** Content owners use Windows Media digital rights management technology (WMDRM) to protect their intellectual property, including copyrights. This software and third party software use WMDRM to play and copy WMDRM-protected content. If the software fails to protect the content, content owners may ask Microsoft to revoke the software's ability to use WMDRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree that Microsoft may include a revocation list with the licenses. Content owners may require you to upgrade WMDRM to access their content. Microsoft software that includes WMDRM will ask for your consent prior to the upgrade. If you decline an

upgrade, you will not be able to access content that requires the upgrade. You may switch off WMDRM features that access the Internet. When these features are off, you can still play content for which you have a valid license.

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

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

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

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

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

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

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

Licensing Model: Per Processor License

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

1. Application Center 2000
2. BizTalk Accelerator for HIPAA 3.3 Standard and Enterprise Editions
3. BizTalk Accelerator for HL7 1.3 Standard and Enterprise Editions
4. BizTalk Accelerator for RosettaNet 3.3 Standard and Enterprise Editions
5. BizTalk Accelerator for SWIFT 2.3 Standard and Enterprise Editions
6. BizTalk Server 2006 Standard and Enterprise Editions *
7. Commerce Server 2007 Standard and Enterprise Editions
8. Compute Cluster Pack *
9. Connected Services Framework Server 3.0 and External Connector Editions *
10. Connected Services Framework SBE Server 3.0 Billing and Order Handling Editions *
11. Customer Care Framework 2005 External Connector
12. Host Integration Server 2006 *
13. Internet Security and Accelerator Server 2004 Standard and Enterprise Editions
14. Identity Integration Server 2003 Enterprise Edition
15. Office SharePoint Server 2003 External Connector for Non-Employees *
16. Provisioning System *
17. Speech Server 2004 R2 Enterprise Edition *
18. SQL Server 2000 OEM Versions (licensed under Per Processor licensing model) Standard and Enterprise Editions *
19. SQL Server 2005 (licensed under Per Processor licensing model) Standard, Enterprise and Workgroup Editions *
20. SQL Server 2005 OEM Versions (licensed under Per Processor licensing model) Standard, Enterprise and Workgroup Editions *
21. Virtual Server 2005 R2 Standard and Enterprise Editions *
22. Windows Server 2003 Anonymous, Standard and Enterprise Editions *
23. Windows Server 2003 R2 Anonymous, Standard, Enterprise and Datacenter Editions *
24. Windows Server 2003 Compute Cluster Edition *
25. Windows Server 2003 (licensed under Per Processor licensing model) Standard and Enterprise Editions *
26. Windows Server 2003 R2 (licensed under Per Processor licensing model) Standard, Enterprise and Datacenter Editions *
27. Windows Server 2003 External Connector for Non-Employees *
28. Windows Server 2003 Rights Management Server External Connector for Non-Employees *
29. Windows Server 2003 Web Edition



A. General License Terms. You have the rights below for each server you properly license.

- I) **Licensing a Server.** Before you run instances of the server software on a server, you must determine the required number of software licenses and assign those licenses to that server as described below.
 - a) **Determining the Number of Licenses Required.** You must first determine the number of software licenses you need. The total number of software licenses required for a server equals the sum of the software licenses required under (i) and (ii) below.
 - i) To run instances of the server software in the physical operating system environment on a server, you need a software license for each physical processor that the physical operating system environment uses.
 - ii) To run instances of the server software in virtual operating system environments on a server, you need a software license for each virtual processor that each of those virtual operating system environments uses. If a virtual operating system environment uses a fraction of a virtual processor, the fraction counts as a full virtual processor.

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

- a) After you determine the number of software licenses you need for a server, you must assign that number of software licenses to that server. That server is the licensed server for all of those licenses. You may not assign the same license to more than one server. A hardware partition or blade is considered to be a separate server.
- b) You may reassign a software license, but not on a short-term basis (i.e., not within 90 days of the last assignment). You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

III) Running Instances of the Server Software.

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

IV) Running Instances of the Client Software. You may run or otherwise use any number of instances of the client software listed in the table below in physical or virtual operating system environments on any number of your devices or your customer's. You and your customers may use the client software only with the server software directly or indirectly through other client software.

Product	List of Client Software
Application Center 2000	<ul style="list-style-type: none"> • None
BizTalk Accelerator for HIPAA 3.3 Standard and Enterprise Editions	<ul style="list-style-type: none"> • BizTalk Accelerator Related Schemas, Templates and Adapters
BizTalk Accelerator for HL7 1.3 Standard and Enterprise Editions	

BizTalk Accelerator for RosettaNet 3.3 Standard and Enterprise Editions	
BizTalk Accelerator for Swift 2.3 Standard and Enterprise Editions	
BizTalk Server 2006 Standard and Enterprise Editions	<ul style="list-style-type: none"> • Administration and Monitoring Tools • BTS Related Schemas and Templates • Business Activity Services • Development Tools • Master Secret Server • Software Development Kit • MQHelper.dll • BAM Event APIs • Windows SharePoint Services Adapter Web Service • SOAP Receive Adapter • HTTP Receive Adapter • ADOMD.NET • Office Web Component • MSXML • SQLXML
Commerce Server 2007 Standard and Enterprise Editions	<ul style="list-style-type: none"> • Adapters • Schema Editor • Business User Interfaces
Compute Cluster Pack	<ul style="list-style-type: none"> • Compute Cluster Administrator • Compute Cluster Administrator's Guide • Compute Cluster Job Manager
Connected Services Framework Server 3.0 and External Connector	<ul style="list-style-type: none"> • Enterprise SSO Functionality • Web Services Adapters for Connected Services Framework
Customer Care Framework 2005 External Connector	<ul style="list-style-type: none"> • Customer Self-Service Web Portal • Integrated Agent Desktop • Line of Business Application Aggregation Module • Multi-Channel Web Services (email, web chat, speech and Computer Technology Integration) • Software Development Kit (SDK)
Host Integration Server 2006	<ul style="list-style-type: none"> • Master Secret Server • Software Development Kit

<p>Identity Integration Server 2003 Enterprise Edition</p>	<ul style="list-style-type: none"> • Client Software
<p>Internet Security and Accelerator Server 2004 Enterprise Edition</p>	<ul style="list-style-type: none"> • Configuration Storage Server • ISA Server Management • Message Screener • Software Development Kit
<p>Internet Security and Accelerator Server 2004 Standard Edition</p>	<ul style="list-style-type: none"> • ISA Server Manager • Message Screener • Software Development Kit
<p>Speech Server 2004 R2 Enterprise Edition</p>	<ul style="list-style-type: none"> • Speech Application Deployment Service • Speech Application Log Analysis Tools • Speech Application Software Development Kit 1.1 • Speech Server Language Packs
<p>SQL Server 2005 (including OEM Versions) Standard and Enterprise Editions</p>	<ul style="list-style-type: none"> • Business Intelligence Development Studio • Connectivity Components • Legacy Components • Management Tools • Notification Services Client Components • Reporting Services Report Manager • Reporting Services Shared Tools • Software Development Kit • SQL Server 2005 Shared Tools • SQL Server 2005 Books Online • SQL Server Mobile Server Tools • SQLXML Client Features
<p>SQL Server 2005 (including OEM Versions) Workgroup Edition</p>	<ul style="list-style-type: none"> • Business Intelligence Development Studio • SQL Server 2005 Books Online • Connectivity Components • Legacy Components • Management Tools • Reporting Services Report Manager • Reporting Services Shared Tools • SQL Server 2005 Shared Tools • Software Development Kit • SQLXML Client Features • SQL Server Mobile Server Tools

Virtual Server 2005 R2 Standard and Enterprise Editions	<ul style="list-style-type: none"> • Virtual Machine Remote Control
Windows Server 2003 Compute Cluster Edition	<ul style="list-style-type: none"> • Server Administration Tools • Remote Desktop Connection • Windows System Resource Manager
Windows Server 2003 R2 Standard, Enterprise and Datacenter Editions	<ul style="list-style-type: none"> • DFS Namespaces and Replication Console • File Server Management • File Server Resource Manager • Identity Management for Unix Admin Pack • Print Management • Remote Desktop Connection • Server Administration Tools • Windows System Resource Manager

V) Creating and Storing Instances on Your Servers or Storage Media. You have the additional rights below for each software license you acquire.

- a) You may create any number of instances of the server software and client software.
- b) You may store instances of the server software and client software on any of your servers or storage media.
- c) You may create and store instances of the server software and client software solely to exercise your right to run instances of the server software under the software licenses as described above (e.g., you may not distribute instances to third parties).

VI) Additional Licensing Requirements and/or Use Rights.

- a) **No Subscriber Access Licenses (SALs) Required for Access.** You do not need SALs for other devices to access your instances of the server software.
- b) **Distributable Code.** You may use Distributable Code as described in the Universal License Terms.
- c) **Microsoft Operations Manager (MOM) Management Packs.** The software may contain MOM Management Packs. The license terms for MOM described in the SAL licensing model section of these product use rights apply to your use of these MOM Management Packs.



B. Exceptions and Additional Terms for Particular Products.

For BizTalk Server 2006 Standard Edition:

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

Master Secret Server. The Master Secret Server software may not be used on a server that is part of a networked cluster, or in an operating system environment that is part of a networked cluster of operating system environments on the same server. It cannot be shared by more than one operating system environment in which you run the server software.

For Compute Cluster Pack:

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

For Customer Care Framework 2005 External Connector:

Access to the Server Software. Only users who are external users may access Customer Care Framework 2005. For each license you obtain, you may permit an unlimited number of external users to access or use a single copy of the server software. You may only use server software that is pre-installed on a server that you purchased. The installation and use rights for Customer Care Framework 2005 are governed by the end user license agreement accompanying the server on which the server software for Windows Server 2003, Datacenter Edition was pre-installed. Access rights to the server software and any use of the client software (also known as device software) in connection with software services are governed by these product use rights.

For Host Integration Server 2006 Standard and Enterprise Editions:

Master Secret Server. The Master Secret Server software may not be used on a server that is part of a networked cluster, or in an operating system environment that is part of a networked cluster of operating system environments on the same server. It cannot be shared by more than one operating system environment in which you run the server software.

For Office SharePoint Portal Server 2003 External Connector for Non-Employees:

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

Access to the Product. Only external users may access this product pursuant to a software license. If any user does not qualify as an external user, that user may only access this product if a SAL for Office SharePoint Portal Server is obtained. External users means users that are not (i) a customer who is an individual; (ii) a customer's or the customer's affiliates' employees, or (iii) a customer's or the customer's affiliates' contractors and agents.

For Provisioning System:

Running Instances of the Server Software. You may run any number of instances of the server software on a server that is running Microsoft Windows 2000 Advanced Server or Microsoft Windows 2000 Datacenter Server. You may not separate component parts of the server software for use on more than one server.

Modification. You may modify, solely for integration with your other internal computer and server systems, only product files that are either (i) identified as .xml or .asp files, or (ii) not installed on the server as part of the product's setup program. Any permitted modifications you make to the product are not covered by the limited warranty in the services provider license agreement.

For Speech Server 2004 R2 Enterprise Edition:

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

Software services. Software services for the server software may be provided through the Internet, a telephony network, a private network, or other communication method.

For SQL Server 2000 OEM Versions Standard and Enterprise Editions:

- SQL Server 2000 Enterprise Edition for Embedded Systems (Runtime Edition);
- SQL Server 2000 Standard Edition for Embedded Systems (Runtime Edition); and
- SQL Server 2000 Standard Edition for Embedded Systems (Systems Management Runtime Edition)

You may only use server software that is pre-installed on a server that you purchased. The server software must be one of the software products listed above. Notwithstanding the services provider license agreement, the end user license agreement accompanying the server on which the server software was pre-installed will govern the installation and use rights for the server software. The access rights to the server software, however, will be governed by these product use rights. In addition, any provisions regarding redistribution software in the end user license agreement accompanying the server will govern the use of redistribution software.

For SQL Server 2005 Standard, Enterprise and Workgroup Editions:

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

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

- SQL Server 2005 Enterprise Edition for Embedded Systems x32 (Runtime Edition);
- SQL Server 2005 Standard Edition for Embedded Systems x32 (Runtime Edition);
- SQL Server 2005 Workgroup Edition for Embedded Systems x32 (Runtime Edition);
- SQL Server 2005 Enterprise Edition for Embedded Systems x64 (Runtime Edition);
- SQL Server 2005 Standard Edition for Embedded Systems x64 (Runtime Edition); and
- SQL Server 2005 Standard Edition for Embedded Systems (x32) (Systems Management Runtime Edition)

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

You may only use server software that is pre-installed on a server that you purchased. The server software must be one of the software products listed above. Notwithstanding the services provider license agreement, the end user license agreement accompanying the server on which the server software was pre-installed will govern the installation and use rights for the server software. The access rights to the server software, however, will be governed by these product use rights. In addition, any provisions regarding redistribution software in the end user license agreement accompanying the server will govern the use of redistribution software.

For Virtual Server 2005 R2 Standard and Enterprise Editions:

Running Instances of the Server Software. For each license you assign, you may run, at any one time, one instance of the server software in one physical or virtual operating system environment on the licensed server.

For Windows Server 2003 Compute Cluster Edition:

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

For Windows Server 2003 R2 Standard and Enterprise Editions:

Windows Server 2003 R2 Standard Edition. The total number of software licenses required for a server equals the sum of the software licenses required under (i) and (ii) below.

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

Windows Server 2003 R2 Enterprise Edition. The total number of software licenses required for a server equals the sum of the software licenses required under (i) and (ii) below.

- (i) You need one software license for each physical processor on a server, which permits you to run on that server, at any one time:
 - one instance of the server software in one physical operating system environment, and
 - four instances of the server software in virtual operating system environments. You may run only one instance per virtual operating system environment. You may run an instance of Standard Edition in place of Enterprise Edition in any of these virtual operating system environments.

If you run all five permitted instances at the same time, you may only run the instance of the server software

in the physical operating system environment to operate hardware virtualization software and to manage and service operating system environments on the server.

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

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

Windows Server 2003 Rights Management Services. You need a Windows Rights Management Services SAL for each user that accesses the server software to host a graphical user interface using the Windows Rights Management Services functionality. Please see the SAL licensing model section for a description of the SAL license.

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

For Windows Server 2003 External Connector for Non-Employees (for Windows Server 2003 Datacenter Edition):

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

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

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

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

- a. The sole purpose of the server upon which the instance is running is to run websites that directly interface with the Internet and the primary functionality of the server is publicly accessible, AND
- b. You permit and enable users of the websites to upload custom code, content, and data to their websites, without restriction. You may, however, restrict use for security reasons directly related to spam or other similar commercial email abuse as provided in your acceptable use policy. Your acceptable use policy must be reasonably based on web hosting industry standards.

You may also permit up to five (5) other users to use or access the services of a server running the server software.

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

description of the SAL license.

Windows Server 2003 R2 Anonymous Standard Edition. The total number of software licenses required for a server equals the sum of the software licenses required under (i) and (ii) below.

- (i) You need one software license for each physical processor on a server, which permits you to run on that server, at any one time:
 - one instance of the server software in one physical operating system environment, and
 - one instance of the server software in one virtual operating system environment.

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

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

Windows Server 2003 R2 Anonymous Enterprise Edition.

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

- (i) You need one software license for each physical processor on a server, which permits you to run on that server, at any one time:
 - one instance of the server software in one physical operating system environment, and
 - four (4) instances of the server software in virtual operating system environments. You may run only one instance per virtual operating system environment.

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

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

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

Windows Server 2003 R2 Anonymous Datacenter Edition.

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

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

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

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

For Windows Server 2003 Anonymous, Enterprise and Standard Editions:

Installation of Server Software. You may not separate component parts of the server software for use on more than one server. You may use Windows Server 2003, Standard Edition, with up to four (4) processors on a server at any one time, and you may use Windows Server 2003, Enterprise Edition, with up to eight (8) processors on a server at any one time.

Restrictions on Use. You may allow only the following users to use or access the server software: (i) Users who access the server software through the Internet and are not authenticated or otherwise individually distinguished by the server software or a multiplexing or pooling software or hardware, and (ii) Users who access and use the server software solely as a platform for server applications (excluding applications that have direct or indirect interaction with Windows authentication services (when user or application credentials are exchanged between the server software and a user or device), such as Microsoft Exchange Server, Microsoft Windows SharePoint Services and Microsoft SharePoint Portal Server). You may also permit up to five (5) other users to use or access the services of a server running the server software.

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

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

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

For Windows Server 2003, Web Edition:

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

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

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

Any other usage of the server software is not permitted.

Licensing Model: Subscriber Access License

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

1. Antigen Enterprise Manager *
2. Antigen for Microsoft Exchange *
3. Antigen for SMTP Gateways *
4. Antigen for Instant Messaging *
5. Antigen for SharePoint *
6. Antigen Spam Manager *
7. Axapta 3.0 *
8. Class Server 4.0 *
9. CRM 3.0 Professional Edition *
10. Customer Care Framework 2005 *
11. Dynamics GP 9.0 *
12. Exchange Server 2003 Enterprise Edition *
13. Exchange Server 2003 Corporate Outlook Access *
14. Exchange Server 2003 Web Mail, Web Mail Plus and Corporate Web Access *
15. Front Page 2003
16. Messaging Security Suite *
17. Microsoft Exchange Hosted Archive *
18. Microsoft Exchange Hosted Archive Extra Storage *
19. Microsoft Exchange Hosted Continuity *
20. Microsoft Exchange Hosted Encryption *
21. Microsoft Exchange Hosted Filtering *
22. Microsoft Office Project Portfolio Server
23. Microsoft Operations Manager 2005 *
24. Microsoft Operations Manager 2005 with SQL Server 2005 Technology *
25. Mobile Information Server 2002, Corporate Knowledge Worker and Mobile and Enterprise Editions *
26. Navision 4.0 *
27. Office Standard Edition 2003 * †
28. Office Professional Enterprise Edition 2005 * †
29. Office Live Communications Server 2003, Enterprise Editions *
30. Office SharePoint Portal Server 2003
31. Office Project Server 2003 *
32. Project 2003 Standard and Professional Editions
33. Solomon 6.5 *
34. SQL Server 2000 OEM Versions (licensed under SAL licensing model) Standard and Enterprise Editions*
35. SQL Server 2005 (licensed under SAL licensing model) Standard, Enterprise and Workgroup Editions
36. SQL Server 2005 OEM Versions (licensed under SAL licensing model) Standard, Enterprise and Workgroup Editions*
37. Data Protection Manager 2006 *
38. System Center Reporting Manager 2006
39. System Center Reporting Manager 2006 with SQL Server 2005 Technology
40. Systems Management Server 2003 R2 *
41. Systems Management Server 2003 with SQL Server 2005 Technology *
42. Windows Small Business Server 2003 R2 Standard and Premium Editions *
43. Windows Server 2003 for Small Business Server *
44. Windows Server 2003 (licensed under SAL licensing model) Standard and Enterprise Editions
45. Windows Server 2003 R2 (licensed under SAL licensing model) Standard, Enterprise and Datacenter Editions *
46. Windows Server 2003 OEM *
47. Windows Server 2003 R2 OEM *
48. Windows Server 2003 Rights Management Services *
49. Visio 2003 Standard and Professional Editions *
50. Visual Studio Team Foundation Server with SQL Server 2005 Technology *
51. Visual Studio 2005 Professional Edition *

Subscriber Access License

52. Visual Studio .NET Enterprise Developer Edition
Version 2003

Architects, Software Developers and Testers

53. Visual Studio 2005 Team Edition for Software

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

A. General License Terms. You have the rights below for each Subscriber Access License (SAL) you acquire.

I) Licensing Requirements and/or Use Rights.

a) Subscriber Access Licenses (SALs).

- You must acquire and assign a SAL to each user that is authorized to access your instances of the server software directly or indirectly, regardless of actual access of the server software. Devices SALs are not available except for products that we designate in section C of this licensing model. A hardware partition or blade is considered to be a separate device. The appropriate SAL for each product is listed in the table below.
- You do not need SALs for any software licensed with a Per Processor license.
- Some software functionality requires additional SALs as listed in the table below.

Product or Functionality	List of SALs
Class Server 4.0	<ul style="list-style-type: none"> • Class Server 4.0 SAL
CRM 3.0 Professional Edition	<ul style="list-style-type: none"> • CRM 3.0 Professional SAL
Customer Care Framework 2005	<ul style="list-style-type: none"> • Customer Care Framework 2005 SAL
Data Protection Manager 2006	<ul style="list-style-type: none"> • DPM 2006 Data Protection Management License (DPML) SAL
Exchange Server 2003 Enterprise Edition	<ul style="list-style-type: none"> • Exchange Server 2003 SAL • Windows Small Business Server 2003 SAL (for any user or device that is accessing instances of the server software that are within an SBS domain)
Microsoft Office Project Portfolio Server	<ul style="list-style-type: none"> • Microsoft Office Project Portfolio Server SAL
Microsoft Operations Manager 2005	<ul style="list-style-type: none"> • MOM 2005 Standard Operations Management SAL (Standard) • MOM 2005 Enterprise Operations Management SAL (Enterprise) • System Center Standard Server Management SAL 2006 (Standard)
Microsoft Operations Manager 2005 with SQL Server 2005 Technology	<ul style="list-style-type: none"> • MOM 2005 Standard Operations Management SAL (Standard) • MOM 2005 Enterprise Operations Management SAL (Enterprise) • System Center Standard Server Management 2006 SAL (Standard)
Office Live Communications Server 2005 Enterprise Editions	<ul style="list-style-type: none"> • Office Live Communications Server 2005 SAL
Office Project Server 2003	<ul style="list-style-type: none"> • Office Project Server 2003 SAL
Office SharePoint Portal Server 2003	<ul style="list-style-type: none"> • Office SharePoint Portal Server 2003 SAL

Systems Management Server 2003 R2	<ul style="list-style-type: none"> • SMS 2003 R2 Configuration Management License SAL • System Center Standard Server Management 2006 SAL
Systems Management Server 2003 with SQL Server 2005 Technology	<ul style="list-style-type: none"> • SMS 2003 Configuration Management License SAL • System Center Standard Server Management 2006 SAL (Standard)
SQL Server 2000 OEM Versions Standard and Enterprise Editions	<ul style="list-style-type: none"> • SQL Server 2000 SAL
SQL Server 2005 (including OEM Versions) Standard and Enterprise Editions	<ul style="list-style-type: none"> • SQL Server 2005 SAL
SQL Server 2005 (including OEM Versions) Workgroup Edition	<ul style="list-style-type: none"> • SQL Server 2005 SAL • SQL Server 2005 Workgroup SAL • Windows Small Business Server 2003 SAL (for any user or device that is accessing instances of the server software that are within an SBS domain)
Visual Studio 2005 Team Foundation Server with SQL Server 2005 Technology	<ul style="list-style-type: none"> • Visual Studio 2005 Team Foundation Server SAL
Windows Server 2003 Terminal Server	<ul style="list-style-type: none"> • Windows Server 2003 Terminal Server SAL
Windows Server 2003 R2 Terminal Services	<ul style="list-style-type: none"> • Windows Terminal Services SAL • Administering TS SALs
Windows Server 2003 Rights Management Services	<ul style="list-style-type: none"> • Windows Server 2003 Rights Management Services SAL
Windows Small Business Server 2003 R2 Standard and Premium Editions	<ul style="list-style-type: none"> • Windows Small Business Server 2003 SAL

- b) Types of SALs.** There are two types of SALs: one for devices and one for users. Each device SAL (for products permitting device SALs) permits one device, used by any user, to access instances of the server software on your servers. Each user SAL permits one user, using any device, to access instances of the server software on your servers.
- c) Concurrent Connections for User SALs.** You must acquire a SAL for each concurrent connection to a server running the server software (using multiple devices). For example, you must obtain one SAL for a user who wants to access the server software from both a PC and a separate laptop at different times of the day. However, you must acquire two SALs for the user if the user wants to access the server software from both devices at the same time.
- d) Reassignment of SALs.** You may:
- permanently reassign your device SAL from one device to another, or your user SAL from one user to another, or
 - temporarily reassign your device SAL to a loaner device while the first device is out of service, or your user SAL to a temporary worker while the user is absent.

client software listed in the table below in physical or virtual operating system environments on any number of devices. You may use the client software only with the server software directly, or indirectly through other client software.

Product	List of Client Software
Class Server 4.0	<ul style="list-style-type: none"> • SIF Agent • Standards Editor • Teacher Client
CRM 3.0 Professional Edition	<ul style="list-style-type: none"> • CRM Client Software • CRM Email Connector • CRM Mobile • Data Migration Framework • Demo database tool • Redeployment tool • SQL 2000 Reporting Services (“SRS”)
Customer Care Framework 2005	<ul style="list-style-type: none"> • Customer Self-Service Web Portal • Integrated Agent Desktop • Line of Business Application Aggregation Module • Multi-Channel Web Services (email, web chat, speech and Computer Telephony Integration) • Software Development Kit (SDK)
Data Protection Manager 2006	<ul style="list-style-type: none"> • Data Protection Manager 2006 File Agent
Exchange Server 2003 Enterprise Edition	<ul style="list-style-type: none"> • ESM – Exchange Server Manager • Software Development Kit
Microsoft Operations Manager 2005	<ul style="list-style-type: none"> • Agent and Helper Binaries • Connector Framework • Database Schema • MOM Management Packs • Reporting Services • User Interface • Web Console
Microsoft Operations Manager 2005 with SQL Server 2005 Technology	<ul style="list-style-type: none"> • Agent and Helper Binaries • Connector Framework • Database Schema • MOM Management Packs • Reporting Services

	<ul style="list-style-type: none"> • Analysis Services Shared Tools • Business Intelligence Development Studio • Connectivity Components • Legacy Components • Management Tools • Notification Services Client Components • Reporting Services Report Manager • Reporting Services Shared Tools • SQL Server 2005 Shared Tools • Software Development Kit • SQLXML Client Features • SQL Server 2005 Books Online • SQL Server Mobile Server Tools • User Interface • Web Console
<p>Office Live Communications Server 2005 Enterprise Editions</p>	<ul style="list-style-type: none"> • Address Book Service (for Microsoft Office Communicator) • Administration Tools • Archiving Service • Office Communicator 2005 (excluding telephony capabilities) • Office Communicator Web Access • Office Communicator Mobile • Software Development Kit
<p>Office Project Server 2003</p>	<ul style="list-style-type: none"> • Server Solution Starters: <ul style="list-style-type: none"> ○ BizTalk Server Workflow Solution Starter ○ Enterprise Reporting Solution Starter ○ Portfolio Analyzer OLAP Extensions Solution Starter ○ Project Server to ERP Connector Solution Starter • Project Server to Siebel Solution Starter Software Development Kit • 2003 Downloads: <ul style="list-style-type: none"> ○ COM Add-in Template for Project 2003 ○ Managed Code PDS Extension for Project Server 2003 ○ Portfolio Analyzer OLAP Extensions Solution Starter for Project Server 2003

	<ul style="list-style-type: none"> ○ Project Data Service (PDS) Reference for Project Server 2003 ○ Project Guide and Custom Views for Project 2003 ○ Project Renamer PDS Extender ○ Project Server 2003 Web Parts and URL Options ● Office Solution Accelerators: <ul style="list-style-type: none"> ○ Microsoft Office Solution Accelerator for Six Sigma ● Project Code Samples: <ul style="list-style-type: none"> ○ Sample: Building and Hosting a PDS Web Application for Project Server
Office SharePoint Portal Server 2003	<ul style="list-style-type: none"> ● Software Development Kit
System Management Server 2003 R2	<ul style="list-style-type: none"> ● Administrator Console ● Advanced Client ● Client Access Point ● Custom Updates Publishing Tool ● Distribution Point ● Management Point ● Microsoft Baseline Security Analyzer ● Network Monitor ● Recovery Point ● Reporting Point ● Secondary Site Server ● Sender Server ● Server Locator Point ● SMS 2003 Legacy Client ● Systems Management Server Provider
System Management Server 2003 with SQL Server 2005 Technology	<ul style="list-style-type: none"> ● Secondary Site Server ● Network Monitor ● Administrator Console ● Systems Management Server Provider ● Recovery Point ● Reporting Point ● Server Locator Point ● Distribution Point ● Management Point ● Client Access Point

	<ul style="list-style-type: none"> • Custom Updates Publishing Tool • Sender Server • Advanced Client • SMS 2003 Legacy Client • Analysis Services Shared Tools • Business Intelligence Development Studio • Connectivity Components • Legacy Components • Management Tools • Microsoft Baseline Security Analyzer • Notification Services Client Components • Reporting Services Report Manager • Reporting Services Shared Tools • SQL Server 2005 Shared Tools • Software Development Kit • SQLXML Client Features • SQL Server 2005 Books Online • SQL Server Mobile Server Tools
<p>SQL Server 2005 (including Versions) Standard and Enterprise Editions OEM and</p>	<ul style="list-style-type: none"> • Analysis Services Shared Tools • Business Intelligence Development Studio • Connectivity Components • Legacy Components • Management Tools • Notification Services Client Components • Reporting Services Report Manager • Reporting Services Shared Tools • SQL Server 2005 Shared Tools • Software Development Kit • SQLXML Client Features • SQL Server 2005 Books Online • SQL Server Mobile Server Tools
<p>SQL Server 2005 (including Versions) Workgroup Edition OEM</p>	<ul style="list-style-type: none"> • Business Intelligence Development Studio • Connectivity Components • Legacy Components • Management Tools • Reporting Services Report Manager

	<ul style="list-style-type: none"> • Reporting Services Shared Tools • Software Development Kit • SQL Server 2005 Shared Tools • SQL Server 2005 Books Online • SQL Server Mobile Server Tools • SQLXML Client Features
System Center Reporting Manager 2006	<ul style="list-style-type: none"> • Reporting Data Source
System Center Reporting Manager 2006 with SQL Server Technology	<ul style="list-style-type: none"> • Reporting Data Source • Analysis Services Shared Tools • Business Intelligence Development Studio • Connectivity Components • Legacy Components • Management Tools • Notification Services Client Components • Reporting Services Report Manager • Reporting Services Shared Tools • SQL Server 2005 Shared Tools • Software Development Kit • SQLXML Client Features • SQL Server 2005 Books Online • SQL Server Mobile Server Tools
Visual Studio 2005 Team Foundation Server with SQL Server 2005 Technology	<ul style="list-style-type: none"> • Team Explorer • Team Foundation Build
Windows Server 2003 for Small Business Server	<ul style="list-style-type: none"> • AD Migration Tool • FRS monitoring tools • GPMC • Server Administration Tools in adminpak.msi • Shadow Copy Client
Windows Server 2003 R2 Standard, Enterprise and Datacenter Editions	<ul style="list-style-type: none"> • DFS Namespaces and Replication Console • File Server Management • File Server Resource Manager • Identity Management for Unix Admin Pack • Print Management • Remote Desktop Connection • Server Administration Tools • Windows System Resource Manager

<p>Windows Small Business Server 2003 R2 Standard and Premium Editions</p>	<ul style="list-style-type: none"> • Server Administration Tools • Remote Desktop Connection • Office Outlook 2003 • SQL Business Intelligence Development Studio • SQL Server 2005 Books Online • SQL Connectivity Components • SQL Legacy Components • SQL Management Tools • SQL Reporting Services Report Manager • SQL Reporting Services Shared Tools • SQL Server 2005 Shared Tools • SQL Software Development Kit • SQLXML Client Features • SQL Server Mobile Server Tools
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III) Creating and Storing Instances on Your Servers or Storage Media. You have the additional rights below for each software license you acquire.

- a) You may create any number of instances of the server software and client software.
- b) You may store instances of the server software and client software on any of your servers or storage media.
- c) You may create and store instances of the server software and client software solely to exercise your right to run instances of the server software under the software licenses as described above (e.g., you may not distribute instances to third parties).
- d) **License terms for SQL Server 2005 Technology.** If your edition of the software includes SQL Server Technology, you may run, at any one time, one instance of that technology in one physical or virtual operating system environment on one server solely to support that software. You do not need SQL Server SALs for that use. You may create and store any number of instances of SQL Server Technology on any of your servers or storage media solely to exercise your right to run an instance of that technology under any of your software licenses as described here.
- e) **Microsoft Operations Manager (MOM) Management Packs.** The software may contain MOM Management Packs. The license terms for MOM in this SAL licensing model section apply to your use of the MOM Management Packs.



B. Additional Terms for Online Services Products.

I) Additional Licensing Requirements and/or Use Rights.

- a) **Service SAL.** If an online service is listed in the table below, you must acquire and assign a service SAL for that online service as described in the table.

Online Services That Require Service SALs		
Online Service	Services SAL	Number Required

Online Services That Require Service SALs		
Online Service	Services SAL	Number Required
Antigen Enterprise Manager	Antigen Enterprise Manager SAL	One for each server running the online service
Microsoft Exchange Hosted Archive Extra Storage	Microsoft Exchange Hosted Archive Extra Storage SAL	One for each gigabyte of storage per month in excess of storage provided with User SALs

- b) **User SAL.** If an online service is listed in the table below, you must acquire and assign a user SAL for that online service as described in the table.

Online Services That Require User SALs		
Online Service	User SAL	Required For Each of Your...
Antigen for Microsoft Exchange	Antigen for Microsoft Exchange User SAL	users whose email is processed by the online service
Antigen for Instant Messaging	Antigen for Instant Messaging User SAL	users whose instant messages are processed by the online service
Antigen for SMTP Gateways	Antigen for SMTP Gateways User SAL	users whose email is processed by the online service
Antigen for SharePoint Edition	Antigen for SharePoint Edition User SAL	users whose SharePoint documents are processed by the online service
Antigen Spam Manager	Antigen Spam Manager User SAL	users whose email is processed by the online service
Messaging Security Suite	Messaging Security Suite User SAL	users whose email is processed by the online service
Microsoft Exchange Hosted Archive	Microsoft Exchange Hosted Archive User SAL	users whose subscriber data is processed and stored by the online service
Microsoft Exchange Hosted Archive Extra Storage		
Microsoft Exchange Hosted Continuity	Microsoft Exchange Hosted Continuity User SAL	users whose subscriber data is processed and stored by the online service
Microsoft Exchange Hosted Encryption	Microsoft Exchange Hosted Encryption User SAL	users whose subscriber data is processed by the online service

Online Services That Require User SALs		
Online Service	User SAL	Required For Each of Your...
Microsoft Exchange Hosted Filtering	Microsoft Exchange Hosted Filtering User SAL	users whose subscriber data is processed by the online service

II) Different Terms for Online Services. Certain terms in your services provider license agreement do not apply to online services, including the commitment to use rights. The differences are as follows:

- a) **License Terms Updates.** We may update the online service's license terms any time. You agree to the new terms by using the online service after we publish them in these product use rights or send you an email or instant message about the updates.
- b) **Online Service Updates.** We may modify the online service from time to time. We may also release a new version of it. If we update the online service and you do not use the updated service, some features may not be available to you and your use of the online service may be interrupted or terminated.
- c) **Online Service Suspension or Cancellation.** We may suspend the online service or your use of it for any reason, including service maintenance. We may also cancel the online service or your use of it for any reason, including legal obligations. If we do cancel it, your right to use the online service stops right away. You may not have access to your data after we suspend or cancel the online service.
- d) **Term of License.** You may not access or use the online service after your service provider license agreement terminates or expires.

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

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

- a) **Microsoft Software License Terms.** The terms that come with Microsoft software for the online service apply to your use of that software. If no terms come with the software, you may install it on your devices and use it only with the online service. Your right to use the software ends when your right to use the online service terminates or expires, or when we update the service and it no longer supports the software, whichever comes first. You must uninstall the software when your right to use it ends. We may also disable it at that time.
- b) **Automatic Updates for Microsoft Software.** From time to time, we may check your version of the software and recommend or download updates to your devices. You may not receive notice when we download the update.
- c) **Materials You Post or Provide.** For any materials you post or provide to us related to the online service, you give us the right to (1) use, modify, copy, distribute, transmit, and display the materials for the online service, (2) publish your name with the materials, and (3) give these rights to the public. These rights apply only to legal content and legal use of it. We will not pay you for your materials. We may remove them at any time. You must have the rights needed to give us these rights.
- d) **Scope of Use (Acceptable Use Policy).** You may not:
 - use the online service in a way that is against the law;
 - use the online service in a way that could harm it or impair anyone else's use of it;
 - use the online service to try to gain unauthorized access to any service, data, account or network by any means;
 - authorize any third party to access or use the online service on your behalf;
 - use any automated process or service to access or use the online service such as a BOT, a spider

- or periodic caching of information stored by Microsoft;
 - falsify any email header information (e.g., “spoofing”); or
 - use the online service to make available any offering designed to violate these terms (e.g., enable sending of spam, enable denial of service attacks, etc.).
- e) **Monitoring Your Use.** To the extent permitted by law, we may monitor your use of the online service and remove or disclose your information or materials in order to
- ensure your compliance with your volume license agreement including these product use rights;
 - satisfy any legal requirements or process; or
 - protect our rights or the rights of others.
- f) **Electronic Notices.** We may provide you with information about the online service in electronic form. It may be via email to the address you provide when you sign up for the service, through a web site that we identify, or via instant messaging. Notice via email or instant messaging is given as of the transmission date. As long as you use the online service, you have the software and hardware needed to receive these notices. You may not use the online service if you do not agree to receive these electronic notices.
- g) **Privacy.** See the online service’s privacy statement for information about how we may collect and use your information.
- h) **Product Availability.** The online services products may not be available in every geography.

C. Exceptions and Additional Terms for Specific Products.

For Antigen Enterprise Manager:

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

No User SAL required.

For Antigen for Microsoft Exchange, Antigen for SMTP Gateways, Antigen for Instant Messaging, Antigen for SharePoint, Antigen Spam Manager and Messaging Security Suite:

User SAL. You must acquire a user SAL for each of your users whose email, instant messages or SharePoint documents are processed by the online service.

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

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

Substitution of Scan Engines. We may substitute comparable software and files for the online service’s

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

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

For Axapta 3.0; Dynamics GP 9.0; Navision 4.0; Solomon 6.5:

Amendment. You must have entered into a Microsoft business solutions amendment or successor amendment to license the software. For information regarding this amendment, please contact your Microsoft Account Manager.

Limitations on Use. You may only permit access to and use of the server software and client software by users (i)

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for whom you have acquired SALs and (ii) whose access or use is on behalf of a customer to operate the customer's business. A customer may authorize your employee users, your resellers' employee user, and third party's employees users to access and use the server software on behalf of it. The third party must have executed a customer agreement. A SAL is issued for a single customer and its affiliates, and may not be used with, or shared among, different customers and their affiliates. As a result, if a user is authorized accesses or uses the server software on behalf of multiple customers, a SAL will need to be acquired for each customer and its affiliates.

For Class Server 4.0:

Amendment. You must have entered into a Microsoft qualified educational customer amendment or successor amendment to license the software. For information regarding this amendment, please contact your Microsoft Account Manager.

User SAL Requirement. You must obtain a SAL for each user who is a registered student of a qualified educational customer. If the software is licensed by a qualified educational customer, you do not need a SAL for teachers or administrators employed by the qualified educational customer, or the parent(s) or legal guardian(s) of a licensed user.

For CRM 3.0, Professional Edition:

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

For Customer Care Framework 2005:

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

For Data Protection Manager 2006:

SAL Requirements. You must obtain a SAL for each device that is managed by the server software, whether directly or indirectly through a multiplexing or pooling software or hardware.

No User SALs. You may only acquire device SALs. User SALs are not available.

For Exchange Server 2003 Enterprise Edition:

Entourage and Outlook 2003. You may create and run one instance of the Entourage or Outlook 2003 client software in one physical or virtual operating system environment on (a) any device for which you acquire a device SAL, and (b) a single device used by any user for whom you acquire a user SAL.

For Exchange Server 2003 Corporate Outlook Access (for Exchange Server 2003 Enterprise Edition):

Exchange Server Corporate Outlook Access SAL and Client Software. You may install client software and use the client software on any device of a user for whom you have obtained an Exchange Server Corporate Outlook Access SAL, solely to access or use Exchange Server 2003, Enterprise Edition.

Outlook Standard 2003. A copy of Outlook Standard 2003 may be included with the server software as additional client software. You may install a copy of Outlook Standard 2003 on a single device used by any user for whom you have acquired an Exchange Server Corporate Outlook Access SAL. The use of Outlook Standard 2003 is subject to these product use rights regardless of any end user license agreement that may accompany the Outlook Standard 2003. The user may only use the specific version of Outlook Standard 2003 included with the server software. The user is not entitled to successor versions of Outlook Standard 2003. The user must comply with any activation requirements for using Outlook Standard 2003.

For Exchange 2003 Web Mail, Exchange 2003 Web Mail Plus, and Corporate Web Access (for Exchange Server 2003 Enterprise Edition):

Amendment. You must have entered into a web access amendment or successor amendment to license the software. For information regarding this amendment, please contact your Microsoft Account Manager.

User SAL Requirement. The Exchange Web Mail, Exchange Web Mail Plus, and Exchange Corporate Web Access SALs include the use of Outlook Web Access. Exchange Web Mail, Exchange Web Mail Plus, and Exchange Corporate Web Access SAL users may only use Outlook Web Access to access and use the server software described in the usage limitations for each SAL stated below. You must obtain a SAL for each user.

Restriction on Use. Users may not use Outlook to access and use the server software.

Usage Limitations for Exchange Web Mail SAL. Each user for whom you obtain an Exchange Web Mail SAL may use the following features of the server software:

- Outlook Web Access features that enable the features described in this SAL;
- Messaging and personal folder access through the protocols described in this SAL;
- Internet mail protocol (Simple Mail Transfer Protocol (SMTP), Post Office Protocol (POP)) and Web browser access via any client, using the following type of email address in the service provider's domain: 'joe@serviceprovider.com');
- Tasks;
- Integration with Active Directory (Windows Server is licensed separately) (The server software directory information (including information about Users, mailboxes, servers, sites, and custom recipients) is stored in Active Directory, enabling use of Active Directory for unified administration of the server software and Windows Server objects, use of Windows Server groups for the server software distribution lists, and use of Lightweight Directory Access Protocol (LDAP) as a native access protocol for the server software directory information);
- Windows Server Security integration (The server software is fully integrated with the Windows Server security model. Administrators use Windows Server security descriptors (i.e. access control lists) to define the permissions for all messaging and collaboration resources, including public folders);
- Storage System (a single database for messaging, collaboration, rich document storage, and Web-enabled applications, except when used in support of a feature or protocol explicitly excluded from this SAL);
- Active/Active Clustering (based on the Microsoft Clustering Services of Windows Server, Enterprise Edition and Windows Advanced Server versions, multi-master clustering enables all of the servers used in a cluster to actively process messaging requests until a failure occurs that triggers rollover recovery);
- Distributed configuration (separate front end and back end servers);
- Unlimited database size;
- Multiple databases per server;
- All administrative tools, including Single-Seat Administration With Microsoft Management Console, Collaboration Data Objects (CDO) for Exchange Management, Policy-Based Administration, System Monitoring Using Windows Management Instrumentation (WMI);
- NNTP (ability to host newsgroups through the Network News Transfer Protocol (NNTP));
- Personal Folders (ability to store personal documents and messages in the Web Storage System, which documents and messages cannot be shared with other users);
- Personal Address Book (not shared with other users);
- Public Folders;
- Mobile Notification: Receive notification of events in the server software via mobile devices;
- Mobile Browse: Access the server software inbox, personal address book and tasks via mobile devices;
- Mobile Synchronize: Synchronize Pocket PC 2002-based devices over wireless networks with the server software inbox, personal address book and tasks; and
- Unified messaging platform features: support for the VPIM standard (enabling interoperability between separate voice-mail systems), access to built-in fields in Windows Server Active Directory for voice-mail related information about users, such as greetings, installable Outlook forms for recording and playing voice messages, Web access to all unified messaging data using Outlook Web Access.

Usage Limitations for Exchange Web Mail Plus SAL. Each user for whom you obtain an Exchange Web Mail Plus SAL may use the following features of the server software:

- The features of the Exchange Web Mail SAL described above;
- Outlook Web Access features that enable the features described in this SAL;
- Personal calendar (not shared with other users);

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- Support for a single, second level domain for a single user or user organization (user obtains the right to use 'joe@smith.com' or 'joesmith@company1.com' instead of 'joe@serviceprovider.com'). Multiple suffixes (".com", ".net", ".org" etc) are allowed (e.g., 'joe@smith.com', 'joe@smith.net', 'joe@smith.de', etc.);
- Address list of all users within personalized domain (e.g., a domain that a company bought as a Personal Domain SAL) or within the service provider's entire domain;
- Mobile Browse: Access the server software personal calendar and global address list via mobile devices; and
- Mobile Synchronization: Synchronize Pocket PC 2002-based devices over wireless networks with the server software personal calendar and global address list.

Usage Limitations for Exchange Corporate Web Access SAL. Each user for whom you obtain an Exchange Corporate Web Access SAL may use the following features of the server software:

- The features of the Exchange Web Mail Plus SAL as described above;
- Outlook Web Access features that enable the features described in this SAL;
- Shared folders;
- Shared calendar and contacts; and
- Group scheduling, including viewing free/busy times of others.

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

License Terms Updates. Except as follows, during the current term of your services provider license agreement, the license terms in effect on the date on which you first acquire the online service apply to your use of the online service. We may update the scope of use terms any time. We will publish them in these product use rights or send you an email or instant message about the updates.

Use for Evaluation Purposes. Except for Microsoft Exchange Hosted Filtering, you must acquire user SALs for each user and service SALs as described above to use the online service for evaluation purposes, despite anything to the contrary in your service provider license agreement. For Microsoft Exchange Hosted Filtering, you and your users may use the online service for a 30-day evaluation period.

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

- we believe that your (including your users') use of the online service violates the scope of use terms;
- we believe that your (including your users') use of the service represents a threat to our network function or integrity;
- you violate your service provider license agreement, including these product use rights; or
- we are otherwise required by law to do so.

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

- to provide or improve the services; and
- as described in the Monitoring Your Use section above.

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

Handling of Subscriber Data. We will use the measures described in the document titled "Network Security Overview" at <https://admin.global.frontbridge.com/> to help secure your users' subscriber data processed or accessed by the online service. (Click on the Resource Center tab on the News page.) You agree that these measures are

- our only responsibility with respect to the security and handling of subscriber data; and
- in place of any confidentiality obligation contained in your service provider license agreement or any other

non-disclosure agreement.

For Microsoft Exchange Hosted Archive, Microsoft Exchange Hosted Archive Extra Storage, and Microsoft Exchange Hosted Continuity:

Termination of Online Services to a User. During the term of your services provider license agreement, when the online service to a user terminates or expires, you must notify us of this termination or expiration. You must redirect the MX record, provide the date of the termination or expiration, and advise us using the olsrecon@microsoft.com alias what you want us to do with the user's subscriber data. We may require additional information. At your option, we will either

- a. destroy the user's subscriber data; or
- b. export and return the user's subscriber data to you.

If you choose (a), upon your request, we will certify destruction of the user's subscriber data. If you choose (b), you agree to pay us the related costs. If you do not advise us of what you want us to do with the user's subscriber data within the time specified above, we will continue to hold it for no less than 30 days and no more than 90 days. After that, unless you renew the user's right to use the online service, we will delete the user's subscriber data.

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

- c. destroy your users' subscriber data; or
- d. export and return your users' subscriber data to you.

If you choose (a), upon your request, we will certify destruction of your users' subscriber data. If you choose (b), you agree to pay us the related costs. If you do not advise us of what you want us to do with your users' subscriber data within the time specified above, we will continue to hold it for no less than 30 days and no more than 90 days. After that, unless you renew your right to use the online service, we will delete your users' subscriber data.

No Liability for Destruction of Subscriber Data. You agree that, other than as described above, we have no obligation to continue to hold, export or return your users' subscriber data. You agree that we have no liability whatsoever for destruction of your users' subscriber data pursuant to the foregoing terms.

For Microsoft Operations Manager 2005, with and without SQL Server Technology:

SAL Requirements. You must obtain a SAL for each device that is managed by the server software, whether directly or indirectly through a multiplexing, pooling or similar software or hardware.

No User SALs. You may only acquire device SALs. User SALs are not available.

Enterprise MOM SAL. An Enterprise MOM SAL permits management by instances of the server software of all operating system utilities, service workloads, as well as any applications on the device to which it is assigned.

Standard MOM SAL and Standard System Center Server Management SAL. A Standard MOM SAL and a Standard System Center Server Management SAL permit management by instances of the server software of only Basic Operating System Workloads on the device to which the license is assigned. Basic Operating System Workloads means:

- these basic operating system utilities: System Resource Manager, Password Change Notification, Baseline Security Analyzer, Reliability and Availability Services,
- these file and print service workloads: Print Server, Distributed File System (DFS), File Replication Service (FRS), Network File System (NFS), File Transfer Protocol (FTP), and Windows Sharepoint Services, and
- these networking service workloads: Distributed Naming Service (DNS), Dynamic Host Configuration Protocol (DHCP), and Windows Internet Naming Service (WINS).

Microsoft may expand the list of Basic Operating System Workloads by posting updates at <http://go.microsoft.com/?linkid=4426611>.

For Mobile Information Server 2002, Corporate Knowledge Worker and Mobile and Enterprise Editions

Corporate Knowledge Worker SAL. Each user for whom you have purchased a Mobile Information Server 2002 Corporate Knowledge Worker SAL may access and use the features of Mobile Information Server Enterprise Edition

and Outlook Mobile Access.

For Office Professional Enterprise 2003, Office Standard 2003, FrontPage 2003, and Visio 2003 Professional and Standard Editions (“Office Products”):

Separation of Components. Office Products include component products in the suite that are available separately with separate SALs. The component products are subject to the use terms described below. You must offer to the users (and obtain the SALs for) the complete Office Product installed on your server, not any subset of the components of such Office Product (e.g., if Office Professional is installed, an Office Professional SAL must be obtained even if the user only uses Word). Similarly, you must install and offer the complete Office Product you are licensing, not any subset of the features of such Office Product.

Use of Media Elements. The Office Products may include, and identify certain photographs, clip art, shapes, animations, sounds, music and video clips (Media Elements). Users may copy and modify the Media Elements, and license, display and distribute them, along with modifications as part of the users’ software products and services, including such users’ web sites. However, users are not licensed to do any of the following (which you must require the users to agree not to):

- sell, license or distribute copies of the Media Elements by themselves or as part of any collection, product or service if the primary value of the product or service is in the Media Elements;
- grant customers any rights to license or distribute the Media Elements;
- license or distribute any of the Media Elements that include representations of identifiable individuals, governments, logos, initials, emblems, trademarks, or entities for any commercial purposes or to express or imply any endorsement or association with any product, service, entity, or activity; or
- create obscene or scandalous works, as defined by U.S. federal law at the time the work is created, using the Media Elements.

In addition, the users must: (i) indemnify and defend Microsoft from and against any claims or lawsuits, including attorneys’ fees, that arise from or result from the licensing, use or distribution of Media Elements as modified by such users, and (ii) include a valid copyright notice on its products and services that include the Media Elements.

Use of Templates. The Office Products may include document templates. Users may copy and modify the document templates available as part of the Office Products and distribute such templates along with modifications for use by other licensees of the Office Products. Users may also copy, modify and distribute the templates available through related Internet-based services along with modifications for use by other licensees of the Office Products, but only for personal or commercial correspondence involving person-to-person communication. You must require the users to agree not to:

- sell, resell, license, rent, lease, lend, or otherwise transfer for value, the templates.
- distribute the templates available via Internet-based services as part of any product or service.
- copy or post any templates available through Internet-based services on any network computer or broadcast it in any media.

Users must indemnify and defend Microsoft against any claims or lawsuits, including attorneys’ fees that arise from or result from the licensing or distribution of the templates as modified by such users.

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

Restrictions on Use of Microsoft FrontPage Web Components. The Office Products may include Microsoft FrontPage web components, including the MSNBC news headline component, the MSN MoneyCentral Stock Quote component, and the MSN Search component (Web Components). If so, users may not edit or modify the Web Components in any manner whatsoever. Users may not display any of the logos or trademarks that appear in the Web Components in any manner that implies sponsorship, endorsement, or license of their web site by the owners of such trademarks or logos. If the Web Components contain any active links to other sites, you must require the

users to agree to maintain such active links and not redirect or modify them. Users may not market, distribute, sublicense, lease or rent the Web Components on a stand-alone basis. Users may not use the Web Components in connection with any site that is likely to: (i) mislead viewers as to the relationship between the site, or the site's owner, and Microsoft, MSN, MSNBC, Expedia or their products or services, (ii) infringe any intellectual property or other rights of these parties, or (iii) violate any applicable law, or promotes racism, hatred, or pornography. Users are prohibited from converting the news headlines in the MSNBC component into an audio format for redistribution to audio users. You must require the users to agree to immediately remove the Web Components from their web site if they do not abide by any of these restrictions after notice. All rights not specifically granted herein to such users are reserved. THE RESTRICTIONS CONTAINED IN THIS PARAGRAPH APPLY ONLY TO THE WEB COMPONENTS AND NOT TO THE OFFICE PRODUCTS GENERALLY.

Speech/Handwriting Recognition. You must notify your users of the following disclosure. If the Office Products include speech and/or handwriting recognition component(s), users should understand that speech and handwriting recognition are inherently statistical processes; that recognition errors are inherent in the processes; that it is the users' responsibility to provide for the handling of such errors and to monitor the recognition processes and correct any errors. Neither Microsoft nor its suppliers will be liable for any damages arising out of errors in the speech and handwriting recognition processes.

Report-Writing Runtime Software Limitations. The Office Products may contain report-writing runtime software (Runtime Software). Other than use with the Office Products, you may not use, or authorize the use of, the Runtime Software with any other software application nor use the Runtime Software as part of any process or system that is used to automatically deliver, share or distribute documents or other work created using the Runtime Software.

For Office Live Communications Server 2005, Enterprise Edition:

Basic Instant Messaging SAL – Each user for whom you obtain a Basic Instant Messaging SAL may use the following features of the server software.

- Instant Messaging and Communication - the capability to send text-based messages, peer to peer voice, video and access to application sharing component of underlying operation system to another user on a computer network using Windows Messenger or Microsoft Office Communicator;
- Single Point of Presence – the user can only be logged in to the Instant Messaging system from one device at a time. [Server Configuration: User tab has "Maximum devices per user" set to 1.];
- Contact List Presence – presence information (enables one user to see whether another user is currently logged onto a network, corporate LAN, or the Internet), as shown in Office applications and SharePoint, is only available for those people on the user's contact list [Server Configuration: User tab has "Enable users to obtain presence information for non-contacts" unchecked.];
- Distinct Domains - Users of the Messaging Services may be members of their own personal or company domain (me@mycompany not @serviceprovider);
- Office Integration - Integration of presence and instant messaging capabilities into Microsoft Office™ desktop applications. This is applicable to Office 2003 with some limited capabilities for Office XP;

Professional Instant Messaging SAL - Each user for whom you obtain a Professional Instant Messaging SAL may use the following features of the server software

- The features of the Basic Instant Messaging SAL described above;
- Multiple Points of Presence – the user can be logged in to the instant messaging system on multiple devices simultaneously and can run multiple client applications [Server Configuration: User tab has "Maximum devices per user" set to > 1 (8 is the default).];
- Global Presence Information – Presence Information is available for any identity [Server Configuration: User tab has "Enable users to obtain presence information for non-contacts" checked.];
- Logging/Archiving - the ability to store the instant messaging messages on a separate database for later retrieval by the user. This feature requires SQL Server also be licensed; and
- Automated Agents or Clients with Custom User Interfaces – the ability to use Automated Agents which are defined as: Applications that use SIP/SIMPLE to become endpoints for Live Communications Server. These Automated Agents usually access additional infrastructures like CRM, HR or scheduling systems and provide data from these systems to users via an Instant Message conversation. Automated Agents provide one end of an Instant Messaging conversation. The user may also use clients with Custom User Interfaces which are

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defined as: Applications that use SIP/SIMPLE to be endpoints for Live Communications Server. These Custom User Interfaces provide an interface for users to access real-time communication functionality. Custom User Interfaces are generally considered to be replacements, or extenders, for the standard Microsoft clients like Windows Messenger or Microsoft Office Communicator.

Premium LCS SAL - Each user for whom you obtain a Premium LCS SAL may use the following features and functionality of the server software:

- The features of the Professional Instant Messaging SAL describe above;
- Third Party Conference Call Control features of Microsoft Office Communicator 2005, which includes telephony integration and PSTN conferencing integration; and
- PC to Phone voice calls – enables the use of a client to the server software as a PC2Phone client to allow a user to make a voice connection that terminates on a PSTN Device (phone), rather than on an Internet Protocol endpoint; note that this requires the separate provisioning of an IP PSTN Gateway Device.

For Office Project 2003, Professional and Standard:

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

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

For Office Project Server 2003:

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

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

For SQL Server 2000 OEM Versions Standard and Enterprise Editions:

- SQL Server 2000, Enterprise Edition for Embedded Systems (Runtime Edition);
- SQL Server 2000, Standard Edition for Embedded Systems (Runtime Edition); and
- SQL Server 2000, Standard Edition for Embedded Systems (Systems Management Runtime Edition)

You may only use server software that is pre-installed on a server that you purchased. The server software must be one of the software products listed above. Notwithstanding the services provider license agreement, the end user license agreement accompanying the server on which the server software was pre-installed will govern the installation and use rights for the server software. The access rights to the server software, however, will be governed by these product use rights. In addition, any provisions regarding redistribution software in the end user license agreement accompanying the server will govern the use of redistribution software.

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

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

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- SQL Server 2005, Enterprise Edition for Embedded Systems x64 (Runtime Edition);
- SQL Server 2005, Standard Edition for Embedded Systems x64(Runtime Edition); and
- SQL Server 2005, Standard Edition for Embedded Systems (x32) (Systems Management Runtime Edition)

You may only use server software that is pre-installed on a server that you purchased. The server software must be one of the software products listed above. Notwithstanding the services provider license agreement, the end user license agreement accompanying the server on which the server software was pre-installed will govern the installation and use rights for the server software. The access rights to the server software, however, will be governed by these product use rights. In addition, any provisions regarding redistribution software in the end user license agreement accompanying the server will govern the use of redistribution software.

For Systems Management Server 2003, with and without SQL Server Technology:

SAL Requirements. You must obtain a SAL for each device that is managed by the server software, whether directly or indirectly through a multiplexing, pooling or similar software or hardware.

No User SALs. You may only acquire device SALs. User SALs are not available.

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

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

For Visual Studio 2005 Professional:

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

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

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

For Windows Server 2003 and Windows Server 2003 R2 OEM for:

- Windows Server 2003, Enterprise Edition;
- Windows Server 2003, Standard Edition;
- Windows Server 2003, Datacenter Edition;
- Windows Server 2003 Standard Edition for Embedded Systems;
- Windows Server 2003, 32-bit Enterprise Edition for Embedded Systems;
- Windows Server 2003 R2, Enterprise Edition x32 for Embedded Systems;
- Windows Server 2003 R2, Enterprise Edition x64 for Embedded Systems;
- Windows Server 2003 R2, Standard Edition x32 for Embedded Systems;
- Windows Server 2003 R2, Standard Edition x64 for Embedded Systems;
- Windows Server 2003 for Telecommunications Systems with Server Appliance Software 3.0;

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

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

- authentication services (when user or application credentials are exchanged between the server software and a user),
- file services (accessing or managing files or disk storage),
- printing services (printing to a printer managed by the server software), or
- remote access service (accessing the server from a remote location through a communications link, including a virtual private network).

The following users may not use or access the server software when such server software is licensed pursuant to SAL(s): Users who would access the server software solely through the Internet and would not be authenticated or otherwise individually distinguished by the server software or a multiplexing or pooling software or hardware. You may only use server software that is pre-installed on a server that you purchased. The server software must be one of the sever software listed in the heading above. Notwithstanding the services provider license agreement, the installation and use rights for the server software are governed by the end user license agreement accompanying the pre-installed server software (including any provisions that exclude or otherwise restrict your use of certain functionality that may be included with the server software or that limit the number of processors with which you may use the server software); provided however, that access rights to the server software as hosted and use of the client software (also known as device software) in connection with software services are governed by these product use rights.

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

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

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

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

Windows Server 2003 R2 Terminal Services. You must acquire a Windows Terminal Services SAL for each user

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

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

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

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

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

Note on RMS. RMS is a service of Windows Server 2003 which works in conjunction with Rights Management ("RM") enabled applications and Windows RM client components to let users specify permitted uses of their information such as Web content, e-mail messages and documents. RMS creates or signs various certificates to facilitate the creation and consumption of RM-protected information among authorized entities. An Internet connection is required to install and enroll an entity's root RMS server. The server enrollment process establishes the certificates that enable the servers to issue licenses that are trusted by the RMS system. Microsoft will issue certificates and maintain a certificate revocation list as outlined in the certification practice statement. For more information on the certification practice statement for RMS, please refer to <http://www.microsoft.com/pki/rms/cps>.

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

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

For Windows Server 2003 for Small Business Server:

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

Installation of Server Software. You may install one copy of the server software on a single server. The server may not be accessed by more than fifteen (15) users (including multiplexing or pooling software or hardware). Separate component parts of the server software may not be used on more than one server. You may not install another copy of the server software on the same server (whether in a separate partition, by using server emulation software, or otherwise). Regardless of the number of SALs you obtain for the server software, you may not install or run the server software on another server within the same domain, except for the limited period of time necessary to migrate data from one server to another. You may use the server software, with up to two processors of the server at any one time.

Client Software. You may install and use the client software on up to fifteen (15) devices solely to access or use the server software, provided that you have obtained a SAL for each user using such devices.

For Windows Small Business Server 2003 R2 Standard and Premium Editions:

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

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

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not install or run the server software on another server within the same domain, except for the limited period of time necessary to migrate data from one server to another. You may use the server software with up to two processors of the server at any one time.

Client Software. Provided that you have obtained a SAL for each user:

- You may install and use client software (except for the ActiveSync and Outlook portions of the client software) on up to seventy-five (75) devices solely for use by users in conjunction with the server software;
- You may install and use up to seventy-five (75) copies of the ActiveSync portion of the client software on computers that exchange data and software with devices (used by users) running a validly licensed copy of Microsoft Windows CE (including without limitation devices running Microsoft Pocket PC Software and Microsoft Smartphone Software); and
- You may install and use, or authorize the installation and use of, up to a total of seventy-five (75) copies of (i) the Outlook portion of the client software and/or (ii) Microsoft Outlook 2002 or predecessor versions on devices used by users; provided that you or the relevant user have obtained a valid license to such predecessor versions.

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

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

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